



This Privacy Policy was last revised and updated on January 2, 2024.

Thank you for your interest in tZERO. tZERO is committed to protecting the privacy of our users, and we strive to provide a safe and secure user experience.

This tZERO Privacy Policy (“**Privacy Policy**”) describes how we collect, share, and use personal information we collect in connection with your use of the websites, services, applications, platforms, mobile applications, and social media pages owned or operated by tZERO Technologies, LLC (“**tZERO Tech**”) and certain of its affiliates (collectively, “**tZERO**,” “**we**,” “**us**,” or “**our**”), and offline when you contact us electronically, by mail or through our customer service center (together, our “**Services**”). This Privacy Policy also explains your privacy rights.

This Privacy Policy includes the following Sections. You can jump to particular topics by clicking the headings below:

- Additional Privacy Notices
- What Information We Collect
- How We Collect Information
- How We Protect the Information We Collect
- How We Share the Information We Collect
- How Long We Retain Your Information
- Transfer of Personal Information Outside the US
- What Choices and Rights You Have Regarding Your Information
- Residents of the European Economic Area, Switzerland or the United Kingdom
- California Residents
- Additional Information
- How To Contact Us Regarding This Privacy Policy

### **Additional Privacy Notices**

Certain additional tZERO privacy-related notices that may apply are posted herein. If and where required by law, you may also receive an additional privacy notice in connection with your use of a particular product or relationship with a specific business.

### **What Information We Collect and Why**

When we use the term “personal Information” in this Privacy Policy, we are referring to information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. We collect the following types of information when you use our Services or interact with us. When you use certain tZERO products and services, we collect additional specific information related to your use of those products and services. We have noted below when that happens.

<u>Context</u>	<u>Types of Data</u>	<u>Primary Purpose for Collection and Use of Data</u>
<b>Account, Customer, and Contact Information</b>	<p>We collect your (and in some cases our customers' employees') name and contact information, such as email address, mailing and physical address, phone or mobile number, zip code, date of birth, information about your spouse, location data, photographs, videos, comments, passport or driver's license numbers, national/tax identification numbers, number and country of issuance of other government-issued documents, and other identification verification when you create an account. We also collect information relating to the actions that you perform while logged into your account.</p> <p>We also collect your crypto virtual currency digital wallet addresses, and photographs or images of you.</p>	<p>We use this information to provide account related functionalities to our users, including creating, maintaining, and securing your account, verifying your identity, communicating with you, for billing purposes, and to provide Services to you. In some circumstances, we also collect this information to comply with applicable law, including "know your customer" laws.</p> <p>We also use this information for easy checkout and to save your preferences and transaction history.</p>
<b>Commercial Information</b>	<p>We collect details of queries, complaints, feedback or issues related to our Services; and credit card information, banking information and other payment processing information.</p> <p>We also collect information about your trading experience, transaction history, details of investing, and your access to the Services, such as your log in activity.</p> <p>We also collect your payment history, transaction or loss history, purchase history, banking information, transactions through the</p>	<p>We collect this information in order to provide you Services, to respond to your queries, complaints, or feedback. In some circumstances, we also collect this information to comply with laws, including "know your customer" laws.</p> <p>We also use this information to confirm your status as an accredited investor, qualified purchaser, qualified client, and to understand other suitability requirements. We also use this information to improve our risk mitigation systems to make sure that we meet your needs by ensuring the Services we</p>

<b><u>Context</u></b>	<b><u>Types of Data</u></b>	<b><u>Primary Purpose for Collection and Use of Data</u></b>
	Services, and other payment processing information.	<p>provide are suitable for your circumstances.</p> <p>We also use this information to place your transactions and the actions taken on the Services and for regulatory compliance purposes.</p>
<b>Cookies and first party tracking</b>	We use cookies and clear GIFs. "Cookies" are small pieces of information that a website sends to a computer's hard drive while a web site is viewed. See our "How We Collect Information" section for more information.	We use this information to make sure our websites operate efficiently and to improve your experience. Where required by applicable law, we rely on your consent for non-essential cookies, as applicable.
<b>Demographic Information</b>	We collect your age or location.	We use this information for internal analytics purposes to better understand our customers and users.
<b>Geolocation</b>	If you use our Services, we collect your location from the GPS, Wi-Fi, and/or cellular technology in your device to determine your location.	We use this information to offer and provide tailored Services to you. Where required by law, we will obtain your consent before collecting this information. We also use this information to determine your eligibility to use certain Services or enter into certain transactions.
<b>Email Interconnectivity</b>	If you receive email from us, we use certain tools to capture data related to when you open our message, click on any links or banners it contains and make purchases.	We use this information to understand how you interact with our communications to you.
<b>Employment</b>	If you apply for a job posting, or become an employee, we collect information necessary to process your application or to retain you as an employee. This may include, among other things, your Social Security Number. Providing this information is required for employment.	We use information about applicants to evaluate you for possible employment. We use information about current employees to facilitate the employee relationship. In some contexts, we are also required by law to collect information about our employees and applicants.

<b><u>Context</u></b>	<b><u>Types of Data</u></b>	<b><u>Primary Purpose for Collection and Use of Data</u></b>
<b>Feedback/Support</b>	If you provide us feedback or contact us for support we will collect your contact information such as name and e-mail address, as well as any other content that you send to us.	We use this information to communicate with you and to improve our Services.
<b>Investment Information</b>	We collect information about investment trusts and/or entities for which you are the contact, including information about your spouse if your spouse is the account holder.	We collect this information to maintain contact information related to your investment trusts or entities. In some circumstances, we also require this information in order to provide you our Services.
<b>Investor Information</b>	We collect investor information, which may include income, net worth, entity name, pay slips, bank statements, tax forms, letters from a registered broker-dealer, SEC registered investment attorney, certified public accountant, incumbency certificate, officer's certificate, and any other information you provide or documents you upload to your account for verification.	We collect information about the investors that utilize for certain Services. In some circumstances, we also use this information to provide certain Services for you and in order to comply with law.
<b>Mailing List</b>	When you sign up for one of our mailing lists we collect your email address or postal address.	We share information about our Services with individuals who agree to receive such information.
<b>Order Placement</b>	We collect your name, billing address, shipping address, e-mail address, phone number, bank account information and credit card number when you place an order for certain Services.	We use your information to perform our contract to provide you with certain Services.
<b>Website Interactions</b>	We use technology to monitor how you interact with our Services. This may include which links you click on, or information that you type into our online forms. This may also include information about your device or browser.	We use this information to understand how you interact with our Services, to better improve our Services, to understand your preferences and interests in order to select offerings that you might find

<b><u>Context</u></b>	<b><u>Types of Data</u></b>	<b><u>Primary Purpose for Collection and Use of Data</u></b>
		most useful, and to detect and prevent fraud.
<b>Web Logs</b>	We collect information, including your browser type, operating system, Internet Protocol (IP) address (a number that is automatically assigned to a computer when the Internet is used), domain name, click-activity, referring website, and/or a date/time stamp for visitors.	We use this information to monitor our networks and the visitors to our websites.
<b>Website Interactions</b>	We use technology to monitor how you interact with our websites. This may include which links you click on, or information about your device or browser.	We use this information to understand how you interact with our websites to better improve them, to understand your preferences and interests in order to select offerings that you might find most useful, and to detect and prevent fraud.
<b>Mobile Device</b>	We collect information from your mobile device such as unique identifying information broadcast from your device when visiting our Services.	We use this information to better understand how visitors interact with our Services on mobile devices.
<b>Sweepstakes or Contests</b>	When you participate in a sweepstakes or contest we collect information about you which includes contact information and any other information required by applicable law.	We use this information to enter you into and facilitate the sweepstakes or contest, and to comply with applicable law

In addition to the uses described in the table above, in many situations our purposes for collecting personal information may overlap. For example, if you use our Services, we may collect your personal information to perform our Services, and may also collect and maintain your personal information for record keeping and regulatory reporting purposes.

## **How We Collect Information**

### **We Collect Information Using Cookies and Other Technologies**

In addition to collecting data directly from you, we use cookies, tracking pixels/web beacons and other technologies to receive and store certain types of information, including your Direct Identifiers and Internet Activity Information. **Cookies** are pieces of information that can be placed on your computer, tablet, or device for the purpose of facilitating and enhancing your communication and interaction with our Service.

We use cookies and these other technologies to collect information as follows:

- **Category 1: Strictly necessary.** These cookies and other technologies are strictly necessary to enable you to use our Service, for example providing you the Services you have requested.
- **Category 2: User choices.** These cookies and other technologies allow us to remember the choices you have made, for example your user name, language used, or country. They may be used for user preferences purposes.
- **Category 3: Third-Party Analytics.** These cookies and other technologies are placed by our third-party partners for web analytics purposes. Examples of these cookies and other technologies include Google Analytics and Adobe Analytics. You can opt out of Google Analytics by following the instructions provided at <https://tools.google.com/dlpage/gaoptout>.

Generally, you may stop or restrict the placement of our cookies on your computer by adjusting your web browser preferences, but please note that this may impact your ability to use our Service, for example, some Cookies we place are to verify your identity and are therefore an important aspect of maintaining security.

## **We Collect Information from Other Sources**

We may obtain your personal information from third parties, including business partners, in connection with Know Your Client checks, consumer reporting agencies, affiliates, associated trust entities, and publicly available sources, that can enhance and add to our information about you (e.g., adding address information). This may improve our ability to contact you and improve the relevancy of our marketing by providing better recommendations or special offers that we think may interest you.

## **Location Information**

Although you are not required to provide your location information to us to use our Services, certain portions of our Services require your address to function. If you request that we confirm your location or IP address, we may use your geolocation information, which may include your precise geolocation, to do so. Our Services may also tell us the region of the world in which you are located when you use the Services, even if you do not provide us with your precise geolocation. If you have questions about location and notification privacy, please contact your mobile service provider or the manufacturer of your device to learn how to adjust your settings.

## **How We Protect the Information We Collect**

No method of transmission over the Internet, or method of electronic processing or storage, is fully secure. While we maintain reasonable security measures to protect the confidentiality and security of information we hold, we cannot guarantee the security of your information. In the event that we are required by law to inform you of a breach of your information, we may notify you electronically, in writing, or by telephone, if permitted to do so by law.

## **How We Share the Information We Collect**

## **Our Affiliates and Associates**

We may share your information with our corporate affiliates and associates (e.g., parent company, sister companies, associated trust entities, subsidiaries, joint ventures, or other companies under common control). We have a legitimate business interest to share data with our group as it allows us to better understand the performance of our Services and how to offer and improve our product offerings across the group (for example, to provide you with Services, for marketing purposes, for internal reporting and where those companies provide services to us). It also assists us with finding operational efficiencies (such as financial efficiencies through sharing IT infrastructure), making use of group level software solutions and improving our technological offerings which form an integral part of our Service.

We want you to get the most out of your relationship with our group, our affiliates, associated third parties and us. One of the ways we might help you do this is by using the contact details you've supplied us to send you marketing information about products or services we think you'll find interesting. For example, we may send an e-newsletter to keep you updated on what new products and services are available to you. We will only send this to you where we have a lawful basis to do so and you will be able to amend your preferences, details of which will be explained to you in relevant communication.

### **Service Providers**

We share your information with service providers that provide services to us. Among other things, these service providers help us with the administration, operation, and marketing of the Services and our product offerings across our group. This includes hosting, communications, printing, marketing, data enhancement, technical support, payment or transaction processing, and fulfillment of services. Our service providers may only process your personal information for the purposes of providing services to us.

### **Other Third Parties**

Subject to any limitations or restrictions under applicable law, described herein, or in any other tZERO privacy notice, we share your information with nonaffiliated third parties, for example, for them to develop their own products or market to you, where we and they have established requisite legal permission(s) to do so if required by law. Such use is not governed by this Privacy Policy. We may also share your information with other third parties with your permission or as permitted or required by law.

Additionally, if you choose to utilize service of third-parties integrated in the Services, we will share information you provide in order to allow them to provide such services to you.

### **Legal Requirements**

We may disclose information when we believe disclosure is appropriate to comply with the law, to enforce or apply applicable terms and conditions and other agreements, or to protect our rights, property or safety or the rights, property or safety of our affiliates or associated trust entities, users, or third parties. For example, we may disclose information in response to subpoenas, warrants, or court orders, or in connection with any legal process, or to comply with relevant laws, or for the purposes of "Know Your Customer" and other regulatory requirements, information may be screened against third-party identification services and government-provided databases, which return information regarding potential matches to publicly available information. . We may also share

information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.

### **When You Direct Us**

We may share your information at your direction or request, through our Services, or otherwise.

### **With Your Consent**

We may ask if you consent to share your information with other unaffiliated third parties who are not described elsewhere in this Privacy Policy, and may share your information with your consent.

### **Business Transfers**

If another entity acquires, or plans to acquire, our company, business, or our assets, we will also share information with that company, including during the negotiation and diligence stages of the contemplated transaction. We also may retain a copy of that information.

### **How Long We Retain Your Information**

We will retain your information for as long as necessary for the purposes described in this Privacy Policy and in accordance with the following principles:

- For the duration required pursuant to a legal obligation (for example, to comply with applicable anti-money laundering laws);
- For the period required by applicable law and regulations, for the activities relating to the service; or
- For the duration of legal proceedings and the related limitation periods, for processing activities necessary to protect against legal liability and enforce our rights.

### **Transfer of Personal Information Outside of the United States**

Our Services are hosted and operated from the United States. If you are using our Services from outside of the United States, your personal information may be transferred from your country of residence to the United States and in any country in which we engage service providers. Where such transfers of your personal information are made, they will be made in accordance with applicable law.

### **What Choices and Rights You Have Regarding Your Information**

We offer you the rights and choices described in this section. Note that if your information was collected by another party under their privacy policy, and we are simply a data processor or service provider to that party with respect to our collection and use that information, we may refer you to that party in order to exercise the choices regarding your personal information.

### **Rectify Your Information**



In many cases, you may update and correct your information directly in the Services. Note that we may keep historical information in our backup files as permitted by law. If our Services do not permit you to update or correct certain information, contact us at the address described below to ask us to rectify information that is inaccurate or incomplete.

### **Revocation of Consent**

If you revoke your consent for the processing of your information, then we may no longer be able to provide you with access to certain functionality and features of the Services that require that information to operate. In some cases, we may limit or deny your request to revoke consent if the law permits or requires us to do so, or if we are unable to adequately verify your identity. You may revoke consent to processing of your personal information (where such processing is based upon consent) by contacting us using the contact information provided at the end of this Policy.

### **Opting Out of E-mail, Telephone and Text Message Marketing**

You may unsubscribe from marketing and promotional e-mails by following the unsubscribe instructions in e-mails. Note that even if you decide not to receive marketing or promotional emails, we may still send you transactional communications related to your use of our Services.

If you opt-in, or when you use certain Services, we may send you SMS text messages, and other communication about our Services. To stop receiving SMS text marketing communications from us, you may text "STOP", "END", "CANCEL", "UNSUBSCRIBE", or "QUIT" to a text message from us. After texting STOP, END, CANCEL, UNSUBSCRIBE or QUIT to our shortcode you will receive one additional message confirming that your request has been processed. If you unsubscribe from one of our text message programs, you may continue to receive text messages from us through any other programs you have joined until you separately unsubscribe from those programs.

If you do not wish to receive promotional telephone communication from us, call us at (855) 334-8608 to opt out. This opt out does not apply to operational communication, for example, confirmation of delivery address.

### **International Visitors – General Information**

Our website is hosted in the United States. If you use this website from the United Kingdom, European Union or other regions of the world with laws governing data collection and use that may differ from United States law, then please note that by sending an email or other communication containing personal information or by providing personal information through our website, you are voluntarily transferring your personal information outside of those regions to the United States.

### **Residents of the European Economic Area, Switzerland or the United Kingdom**

Residents of the EEA, Switzerland, and the United Kingdom have additional privacy rights. Information on these rights is provided in our supplemental European Economic Area, Switzerland and United Kingdom Resident Privacy Notice.

### **California Residents**

Residents of California have additional privacy rights. Information on these rights is provided in our supplemental California Resident Privacy Notice.

## **Product-specific Details**

Please find additional information and disclosures about our collection and use of your personal information when you use the tZERO Services referenced below. The information and disclosures below apply to use and users of the Services identified below, but not to public general use of the website(s) associated with such Services. In the event of any conflict between the information and disclosures noted below and the rest of this Policy, the information and disclosures below will supersede.

## **Financial Services**

We take financial crime seriously. If we, or a fraud prevention agency, believe that someone poses a financial crime risk then we may refuse to provide the Services that the person has asked for. We can also stop providing Services the person already has with us. A record of any fraud risk will be kept by the fraud prevention agencies and this could mean that other providers refuse to offer services, finances or employment. Fraud prevention agencies can hold onto someone's personal data for different periods, depending on the situation. If someone is considered a fraud risk, his or her data will be held for at least six years.

Certain tZERO affiliates are ("tZERO Broker-Dealers") are broker/dealers registered with the Securities and Exchange Commission ("SEC") and are members of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").

tZERO Broker-Dealers collect personal information about you that is either required or necessary to provide you with financial products or services. tZERO Broker-Dealers may obtain nonpublic personal or business information about you from the following sources.

- Information voluntarily provided by you on applications and other forms, including your tax ID number, and specific information about your business;
- Information about the transactions you execute through tZERO Broker-Dealers;
- Information we receive from reporting agencies or affiliates; and
- Information related to your browsing or use of this website, including through the use of cookies.

tZERO Broker-Dealers may disclose the beneficial ownership of securities information to the issuers of the securities. tZERO Broker-Dealers do not disclose any nonpublic personal or business information about its clients, except as permitted by law.

tZERO Broker-Dealers must obtain your consent before it can share nonpublic customer information with, or obtain certain information from its affiliates. Unless and until you notify a tZERO Broker-Dealer in writing to the contrary, you shall be deemed to have consented to the disclosure of nonpublic information between the tZERO Broker-Dealer and its affiliates, to the extent permitted by law. For instructions on how to opt-out, click see our privacy notices below.

Any information you submit in a public forum on the Services (e.g., a blog, chat room, or social network) can be read, collected, or used by us under this Policy (e.g., to personalize your

experience). 4 It may also be read and used by other users of the Services. You are responsible for the information you choose to submit in these instances.

In the event you choose to utilize services of third-parties integrated in the Services, for instance, virtual currency custodial services provided by third-parties, we will share information you provide in order to allow them to provide such services to you.

## **Additional Information**

### **Important Notices and Transactional E-mail**

From time to time, we may send non-commercial electronic email messages with important information about us or our Services to your email address. Please note that any opt-out of marketing or promotional communications will not apply to other communications that will be provided to you or any entity or trust that you are the contact point for in relation to your transactions with us, in agreement with us, or where required by law.

### **Third Party Websites and Services**

Our Services contain links to other websites and services not maintained by us or our affiliates or associates. In addition, other websites and services may also reference or link to our Services. Use of such third-party websites is subject to the terms of use and privacy policies of those third parties. We do not control the privacy policies or practices of these third-party websites. We encourage you to be aware when you enter or leave our Services, or surf the Internet, and to read the privacy statements of each website and service that you visit. We do not endorse, screen, or approve, and are not responsible for the privacy practices or the content of, other websites or services.

### **Compliance with State and Federal Laws**

Certain regulations issued by state and/or federal government agencies may require us to maintain and report demographic information on the collective activities of our membership, users, or customers. We may also be required to maintain certain of your information to comply with applicable federal and state laws regarding recordkeeping, reporting and audits.

### **Do Not Track**

We do not currently recognize automated browser signals regarding tracking mechanisms, which may include Do Not Track instructions.

### **Children**

Our Services are not directed at children under 18, and we do not knowingly collect personal information or other information from children under 18. If you are the parent of a child under the age of 13 and you believe he or she has shared information with us, please contact us at [legal@tzero.com](mailto:legal@tzero.com) so we can remove the information from our systems.

### **Privacy Policy Revisions**

We may change our Privacy Policy and practices over time. To the extent that our Privacy Policy changes in a material way, the Privacy Policy that was in place at the time that you submitted personal information to us will generally govern that information unless we receive your consent to the new Privacy Policy. We will note the effective date of the latest version at the beginning of the Privacy Policy.

## **How To Contact Us**

If, at any time, you have questions or concerns about this Privacy Policy, please contact us through our contact page or at:

tZERO Group, Inc.  
299 Main Street, Suite 2270,

Salt Lake City, UT 84111  
legal@tzero.com  
(855) 334-8608

## FACTS

### WHAT DOES TZERO SECURITIES, LLC ("tZERO") DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and transaction history
- Identification data collected from passport or driver's license and contact information

#### How?

All financial companies need to share **customers'** personal information to run their everyday business. In the section below, we list the reasons financial companies can share their **customers'** personal information; the reasons tZERO chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does tZERO share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

To limit  
our  
sharing

- Call (855) 334-8608—our menu will prompt you through your choice(s)
- Email us at [legal@tzero.com](mailto:legal@tzero.com) or
- Mail the **form** below

**Please note:**

If you are a *new* customer, we can begin sharing your information **30** days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call (855) 3348608

Mail-in Form

**Leave Blank  
OR**

If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.

☐ Apply my choices only to me

Mark any/all you want to limit:

- ☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- ☐ Do not allow your affiliates to use my personal information to market to me.
- ☐ Do not share my personal information with nonaffiliates to market their products and services to me.

Who we are	
Who is providing this notice?	tZERO Securities, LLC
What we do	
How does tZERO protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does tZERO collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account or provide account information</li> <li>• During transactions, including deposits and withdrawals</li> <li>• When you interact with us</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account—unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial or nonfinancial companies. Our affiliates include tZERO Group, Inc., and its subsidiaries, including companies and associated trust entities that use the tZERO name. Additional affiliates include VerifyInvestor, Inc.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with can include financial services companies such as credit unions, and nonfinancial companies such as providers of data hosting, maintenance, analytics and security services as well as marketing services.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>tZERO Securities does not have any joint marketing partners.</p>

#### Other important information

For CA residents: We will not share personal information we collect about you with nonaffiliated third parties, except as permitted by law, including, for example, with your consent or to service your account. You may limit our sharing of such information with affiliates by contacting us as set forth above. To exercise these rights, or to see a more comprehensive list of instances where your personal information may be shared without your authorization, please contact us at the email

For VT residents: We will not share personal information we collect about you with nonaffiliated third parties or affiliates, except as permitted by law, including, for example, with your consent or to service your account.



## Supplemental Privacy Notice: European Economic Area (EEA), United Kingdom (UK) and Switzerland

This European Economic Area (EEA), United Kingdom (UK) and Switzerland Resident Privacy Notice supplements the information contained in our Privacy Policy and applies to residents of the European Economic Area (EEA), the United Kingdom (UK) and Switzerland. It contains additional information required by the EU General Data Protection Regulation and the UK and Swiss equivalents. These provisions, which should be read together with the statements in the tZERO Privacy Policy, explain our practices with regard to data privacy in the EEA, UK and Switzerland.

Name of data controller and contact details	tZERO Technologies, LLC and its affiliates  299 Main Street, Suite 2270, Salt Lake City, UT 84111 legal@tzero.com Phone: (855) 334-8608
Purposes of the processing	The purposes of the processing are described in the section of the main Privacy Policy entitled <b>What Information We Collect and Why</b> .
Lawful basis for the processing	<p>Generally, we process personal data on the basis that the processing is necessary for purposes of our legitimate interest in conducting our business in a manner typical in the US financial services, brokerage services, crypto currency trading, and investor verification industries (as applicable), having taken into account any risks to your fundamental rights and freedoms (including your right to privacy).</p> <p>We also may process personal data on other bases permitted by the EU General Data Protection Regulation ("GDPR"), the UK Data Protection Act 2018 and other applicable laws, such as to fulfill a contract with you, or when the processing is necessary for us to comply with our legal obligations.</p>
The legitimate interests of the controller or third party, where applicable	Our specific legitimate interests, such as responding to your requests, comments and questions, providing you with support and improving the website, providing you

	<p>with the Services, completing your transactions, are described in the section of the main Privacy Policy entitled <b>What Information We Collect and Why</b>.</p>
The categories of personal data concerned	<p>The categories of personal data that we process are described in the section of the main Privacy Policy entitled <b>What Information We Collect and Why</b>.</p>
The recipients or categories of recipients of the personal data	<p>The potential recipients of the personal data that we collect via the Services are described in the section of the main Privacy Policy entitled <b>How We Share the Information We Collect</b>.</p>
Information regarding the transfers of personal data outside of the European Economic Area (EEA), Switzerland and the United Kingdom (UK)	<p>tZERO Technologies, LLC and its affiliates are headquartered in the USA and the Services are hosted in the USA. The laws of the USA have not been deemed by the European Commission, the United Kingdom or Switzerland to provide an adequate level of protection to personal data.</p> <p>When you provide your personal data to us via the Services or contact us by email, you are providing your personal data directly to the USA.</p> <p>Before you provide your personal data to us via the Services, we request your explicit consent to the transfer of your personal data to the USA.</p> <p>When you email us, the fact that you have chosen to email us knowing that we are located in the USA will be understood to constitute your explicit consent to the transfer of the personal data in your email (including your email address) to the USA.</p> <p>Regardless of the differences in US and European privacy laws, we safeguard your personal data as described in our main Privacy Policy and this section. If we transfer your personal data to a third party, we require the third party to commit</p>

	contractually to process your personal data only in ways that are consistent with our main Privacy Policy and this section.
The period for which the personal data will be stored, or the criteria for determining the retention period	How long we retain personal data varies according to the type of data in question, the purpose for which it is used, and applicable data retention and record-keeping requirements. We delete personal data within a reasonable period after we no longer need to use it for the purpose for which it was collected or for any subsequent purpose that is compatible with the original purpose. This does not affect your right to request that we delete your personal data before the end of its retention period. We may archive personal data (which means storing it in inactive files) for a certain period prior to its final deletion, as part of our ordinary business continuity procedures.
Your rights to access, correct, restrict or delete your personal data and object to processing	You have the right to request access to your personal data, to have your personal data corrected, restricted or deleted, the right to data portability, and to object to our processing of your personal data. Your rights may be subject to various limitations under the GDPR. If you wish to exercise any of these rights, or if you have any concerns about our processing of your personal data, please contact us in any of the ways listed in the section entitled <b>How to Contact Us</b> .
The right to lodge a complaint with a supervisory authority	You have the right to file a complaint concerning our processing of your personal data with your national (or in some countries, regional) data protection authority. The EU Commission has a list here: <a href="https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm">https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm</a>

	<p>See <a href="http://www.ico.org.uk">www.ico.org.uk</a> for information about contacting the UK Information Commissioner's Office.</p> <p>See <a href="http://www.edoeb.admin.ch/edoeb/en/home.html">www.edoeb.admin.ch/edoeb/en/home.html</a> for information about contacting the Swiss Federal Data Protection and Information Commissioner.</p>
Statutory or contractual requirement or other obligation to provide any personal data	General users of the Services are under no statutory or contractual requirement or other obligation to provide personal data to us via the Services, however, depending on the specific Services that you use, applicable law may require us to collect certain personal data from you in order to use the Services.

### **Controlling Cookies**

If you are visiting our website from the EEA, UK, or Switzerland, then we do not set non-essential cookies unless you accept all cookies on the "cookie banner" via our cookie management tool that launches when you land on our website.

You can learn about how you can adjust your browser's settings to limit or disable non-essential cookies and other tracking technologies by visiting the section above. Strictly necessary cookies cannot be disabled.



## MASTER TERMS OF USE

Dated as of October 20, 2023.

tZERO Technologies, LLC together with its Affiliates (“**tZERO**”, “**us**”, “**our**”, or “**we**”) offers various services (“**Services**”) and data, information, research reports and any other content (“**Content**”) to end users (“**Users**”) through its website at <https://www.tzero.com/> (our “**Site**”) and through its tZERO mobile applications (our “**Apps**” and, together with the Site, our “**Platform**”). “**Affiliate(s)**” means any entity that is controlled by, controls or is under common control with an entity. Each Affiliate is a separate legal entity, none of which is responsible for the obligations of the other.

### **WEBSITE DISCLAIMERS**

tZERO Group, Inc., a Delaware corporation is a technology firm that was founded with the goal of utilizing distributed ledger technology to revolutionize financial technologies so that they are more efficient, accessible and transparent. tZERO is not a registered broker-dealer, funding portal, underwriter, investment bank, investment adviser or investment manager, and is not providing brokerage, investment banking or underwriting services, recommendations or investment advice to any person, and does not provide any brokerage or cryptocurrency services. tZERO takes no part in the negotiation or execution of secondary market transactions for the purchase or sale of securities and at no time has possession of investor funds or securities in connection with such transactions. All product offerings are offered through tZERO Group, Inc.’s subsidiaries. tZERO Technologies, LLC provides all technology services.

tZERO Securities, LLC is a broker-dealer registered with the U.S. Securities and Exchange Commission and a member of the Financial Industry Regulatory Authority (“FINRA”) and Securities Investor Protection Corporation (“SIPC”). More information about tZERO Securities, LLC may be found at <https://brokercheck.finra.org/>.

Investors should note that trading securities could involve substantial risks and should consult a professional adviser regarding any economic, tax, legal or other consequences of trading any securities.

Our website is for informational purposes only and does not constitute an offer to sell, a solicitation to buy, or a recommendation for any security, nor does it constitute an offer to provide investment advisory or other services by the tZERO or any of its affiliates, subsidiaries, officers, directors or employees. Nothing in this website shall be considered a solicitation or offer to buy or sell any security, future, option or other financial instrument or to offer or provide any investment advice or service to any person in any jurisdiction. Nothing contained in this website constitutes investment advice or offers any opinion with respect to the suitability of any security, and the information set forth on this website should not be taken as advice to buy, sell or hold any security. In preparing the information contained in this

website, we have not taken into account the investment needs, objectives and financial circumstances of any particular investor or issuer. This information has no regard to the specific investment objectives, financial situation and particular needs of any specific recipient of this information. All information is subject to possible correction. Information may quickly become unreliable for various reasons, including changes in market conditions or economic circumstances.

## **Terms of Use**

These Terms of Use (“**Terms**”) are agreed to between tZERO and you or, if you are accessing the Platform or using the Services on behalf of another individual, organization, or entity (“**Entity**”), that Entity (in either case, “**you**” or “**your**”).

By agreeing to these Terms via “click through” or accessing or using any part of the Platform or any Services or Content, you agree to enter into and be bound by these Terms. If you are entering into these Terms on behalf of an Entity, by agreeing to these Terms via “click through” or by accessing or using any part of the Platform or any Services or Content, you represent and warrant that you have authority to bind that Entity to these Terms. If you do not have such authority, or you do not agree to be bound by these Terms, do not agree to these terms via “click through” and do not access or use any part of the Platform or any Services or Content.

**THESE TERMS CONTAIN AN ARBITRATION PROVISION, WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AND PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. YOUR BREACH OF ANY PROVISION OF THESE TERMS WILL AUTOMATICALLY, WITHOUT THE REQUIREMENT OF NOTICE OR OTHER ACTION, REVOKE AND TERMINATE YOUR RIGHT TO ACCESS THE PLATFORM.**

## **Effective Date**

These Terms are effective upon the date you first access or use any part of the Platform or any Services or Content.

## **Definitions**

Capitalized terms used in these Terms have the definitions given in the context in which they are used. All other terms used herein have the plain English (US) meaning.

## **Annexes**

Access to or use of certain areas of the Platform, including each App and certain areas of our Site, may also require that you agree to additional terms, including those terms set forth in annexes to these Terms (each an “**Annex**” and collectively the “**Annexes**”). Each Annex provides additional terms covering the Services and Content provided through the area(s) of the Platform covered by that Annex. These Terms, together with all Annexes you enter into with tZERO, will constitute your agreement with tZERO regarding your access to and use of the Platform and all Services and Content made available through the Platform (the “**Agreement**”). Unless you have entered into a separate written agreement with tZERO

expressly providing otherwise, the Agreement comprises the entire agreement between you and tZERO with respect to the Platform and all Services and Content and supersedes all prior or contemporaneous communication and proposals (whether oral, written or electronic) between you and tZERO with respect to the Platform and the Services and Content. In the event of a conflict between these Terms and any Annex, the terms of the Annex will control as to the area(s) of the Platform and the Services and Content to which the Annex relates and these Terms will control in all other respects.

Please see below of the certain relevant Annexes related to Platform Services:

• <b><u>Service</u></b>	• <b><u>Annex</u></b>
• Brokerage Services	• Annex A - tZERO Securities, LLC
• Accredited Investor Services	• Annex B – Verify Investor, Inc.

By accessing or using any Service listed above, you agree to enter into and be bound by the applicable Annex relating to such Service.

## **Changes**

We reserve the right to make changes to the Agreement or to the Platform or any Services or Content at any time, with or without prior notice, subject to any applicable regulatory requirements, by making those modifications available to you through the Platform or by providing notice to you as otherwise permitted herein. You are solely responsible for checking the Platform for any changes. You agree not to contest the admissibility or enforceability of the electronically stored copy of the Agreement in any proceeding arising out of the Agreement. Your continued use of the Platform and any Services or Content following any such changes to the Agreement or to the Platform or any Services or Content constitutes your acceptance of those changes. If you do not agree with any changes, you may withhold your consent by not accessing the Platform or any Services or Content or by terminating the Agreement as permitted herein. You agree that tZERO and its subsidiaries and Affiliates, including their respective directors, officers, members, employees and advisor, (collectively, the “**tZERO Parties**”) will not be liable to you or to any third party for any modification of the Agreement or the Platform, Services, or Content, suspension of your access to the Platform or any Services or Content, or discontinuance of the Platform or any Services or Content.

## **Eligibility**

We require that the Platform and the Services and Content be accessed and used only by individuals who are not minors and who can legally enter into binding contracts with tZERO under applicable federal, state, local, international, or other laws, statutes, rules, or regulations (“**Laws**”) (typically persons 18 years of age or older, depending on the Laws applicable to you). By accessing or using the Platform or any Services or Content, you represent and warrant that you are not a minor and are legally permitted to enter into a binding contract, including the Agreement, with tZERO under applicable Law.

## **Location of Access**

The Platform is controlled and operated from facilities within the U.S. tZERO makes no representations that the Platform is appropriate or available for use in any other jurisdictions. Accessing any part of the Platform or any Services or Content is prohibited from any locations where access to or use of the Platform or any Services or Content are prohibited.

## **Access to the Site and Services**

Subject to your compliance with the Agreement, we will permit you to access and use the Site and the Services and Content made available to you through the Site solely for lawful purposes as permitted by the Agreement.

## **Access to Apps**

Each of our Apps is provided solely for use in accessing and using the Services and Content made available through that App. Subject to your compliance with the Agreement, including each applicable Annex, we will permit you to download, install, and operate each App solely to access and use the Services and Content made available to you through that App for lawful purposes as permitted by the Agreement. You may install each App only on your own applicable devices for use in accordance with the Agreement, including each Annex applicable to the App. Except as expressly set forth in the previous sentence, you are granted no licenses or other rights in or to any App or any Intellectual Property Rights (as defined below) therein or related thereto. You agree not to use, modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit or utilize any App other than as expressly permitted in the Agreement.

## **Restrictions on Access**

The Platform, the Services and Content, and the databases, software, hardware and other technology used by or on behalf of tZERO to operate and provide the Platform and provide the Services and Content (collectively, the “**Technology**”), constitute valuable trade secrets of tZERO and its suppliers and service providers. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in the Agreement or otherwise attempt to gain unauthorized access to the Technology, accounts registered to others or the computers or networks utilized by the Technology, including but not limited to by circumventing or modifying, attempting to circumvent or modify or encouraging or assisting any other person to circumvent or modify any security, technology, device or software that is intended to restrict access to any part of the Technology; (2) institute, assist or become involved in any type of attack, including distribution of viruses, adware, Trojan horses, spyware, worms or other malicious code (“**Viruses**”), denial of service attacks upon the Technology or other attempts to disrupt the Technology or any other person’s use or enjoyment of the Technology; (3) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology or do anything that promotes the violation of any applicable law, regulation or this Agreement; (4) alter, modify, reproduce, or create derivative works of the Technology; (5) distribute, sell,



resell, lend, loan, lease, license, sublicense or transfer any of your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance or functionality of the Technology; (9) interfere with us, the operation or hosting of the Technology, or other Users' listings; (10) frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) on the Platform; (11) use any meta tags or any other hidden text utilizing our name or trademarks; (12) use, facilitate, create or maintain any unauthorized connection to the Technology, including any connection using programs, tools or software not expressly provided by tZERO or approved in writing by tZERO; (13) impersonate any person or entity, including tZERO or third-party providers, or any employee, agent or representative thereof; (14) falsely state or otherwise misrepresent your affiliation with any person or entity; (15) collect data about the Technology, including the performance of vulnerability, load or similar testing of the Technology; (16) access the Technology for purposes of replicating or competing with the Platform assisting a third party's efforts to replicate or compete with the Platform and (17) make any automated use of the Technology use any automated scripts to collect information from or otherwise interact with the Technology or take any action that imposes or may impose (in tZERO's sole discretion) an unreasonable or disproportionately large load on tZERO's infrastructure.

### **Account Creation and Responsibility**

You may be able to access certain Services and Content through the Platform, and access certain areas of the Platform generally, without registering on the Platform. However, access to certain other Services and Content require that you register for an account ("**Account**") with tZERO and its appropriately licensed Affiliate and satisfy certain other criteria. Approval of your request to establish an Account will be at the sole discretion of tZERO and its Affiliates. Each Account and the user identification and password for each Account (the "**Account ID**") is personal in nature. Each Account is for your personal use and each Account ID may be used only by you alone. You will not distribute or transfer your Account or Account ID without our prior written permission, nor will you provide any third party with the right to access or use your Account or Account ID. You will ensure the security and confidentiality of Your Account ID and will notify tZERO immediately if any Account ID is lost, stolen, or otherwise compromised or if you are aware of any other breach of security involving your Account. To the fullest extent permissible by Law, you are solely responsible for maintaining the appropriate antivirus software and other protections to prevent cyber-crimes and other identity theft.

You are solely responsible for all use of Platform and all Services and Content accessed through your Account. All transactions completed through your Account or under your Account ID will be deemed to have been lawfully completed by you. You acknowledge and agree that you are solely responsible for all investment decisions regarding any offering of securities posted on the Platform and that you are liable for any damages or losses to tZERO

or other Users by any use of your Account, either authorized or unauthorized.

In connection with establishing an Account, you will be asked to submit certain information (“**Registration Information**”). You agree that: (1) all Registration Information you provide will be current, complete, and accurate; and (2) you will promptly update your Registration Information to keep it current, complete, and accurate. We reserve the right to suspend or terminate your Account or the Agreement if any Registration Information proves to be inaccurate, incomplete, or not current. You may not: (a) select or use an Account ID of another person with the intent to impersonate that person; (b) use an Account ID that tZERO, in its sole discretion, deems offensive; (c) attempt to access another User’s Account without explicit permission; or (d) access your Account using a method other than the Platform interface and instructions provided by us. In the event of any violation of the Agreement, or as otherwise permitted herein, we may in our sole discretion suspend or terminate this Agreement and your access to and use of the Platform, including your Account, and all Services and Content.

### **Access to Content**

Unless otherwise noted on the Platform, other than Your Content (as defined below), all Content available through the Platform is owned by tZERO, the Users providing that Content, or tZERO’s other third-party providers.

By accessing Content, you acknowledge and agree (1) all Content is for informational purposes only and you are solely responsible for verifying the accuracy, completeness, and applicability of all Content and for your use of any Content; (2) any dated Content is published as of its date only, and tZERO does not undertake any obligation or responsibility to update, supplement or amend any such Content; (3) subject to your compliance with the Agreement, you may access the Content solely for your own personal and internal business purposes in connection with your own use of the Platform and Services; (4) Content is not personalized or in any way tailored to reflect your personal financial circumstances or investment objectives; (5) Content is provided exclusively for personal and noncommercial access and use; (6) no part of the Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “**mirroring**”) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise without tZERO’s express prior written consent; (7) you will not consider the availability of Content as a recommendation to you of any particular security or investment strategy; (8) neither the tZERO Parties nor the third-party providers have undertaken any duty to update any Content; (9) any price quotes in Content may be delayed, subject to applicable; (9) neither the tZERO Parties nor the third-party providers make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes; (10) Content is not intended to provide tax, legal or investment advice and you will not hold the tZERO Parties or any third-party providers liable in any way for (i) any inaccuracy of, error or delay in or omission of the Content or (ii) any loss or damage arising from or occasioned by any error or delay in the transmission of such Content, interruption in any such Content due either to any negligent act or omission by any party to any Force Majeure Event, any other cause beyond the reasonable control of the tZERO

Parties or applicable third-party provider or non-performance; (11) the tZERO Parties shall not be liable for any consequential, incidental, special or indirect damage (including but not limited to lost profits, trading losses and damages) that may result from use of information contained in Content, including research reports, or for omissions or inaccuracies of the information contained in them; (12) tZERO and/or the third-party providers may provide links to other websites or resources and because neither tZERO nor the third-party providers have any control over such sites and resources, you acknowledge and agree that neither tZERO nor the third-party providers are responsible for the availability of such external sites or resources; and (13) tZERO and the third-party providers do not endorse and are not liable for any content, advertising, products or other materials on or available through such sites or resources.

You further acknowledge and agree that neither tZERO nor the third-party providers shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

You will not, and will not permit any third party to: (a) alter, modify, reproduce, or create derivative works of any Content; (b) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any Content; or (c) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Content. If no specific restrictions are displayed, you may make copies of select portions of the Content, provided that you use all copies only for your own personal and internal business purposes in accordance with the terms and conditions of the Agreement.

Neither tZERO, nor its Users, suppliers or service providers have verified the accuracy of or will be responsible for any errors or omissions in any Content. Without limiting the foregoing, tZERO will not be held liable to you or any other third party for any Content and Your Content, under applicable Law, including the Communications Decency Act, 47 U.S.C. § 230. Except as set forth in the Agreement, you are granted no licenses or rights in or to any Content or any intellectual property and proprietary rights, rights of publicity, rights of privacy, and other legal rights protecting data, information, or intangible property throughout the world, including any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights ("**Intellectual Property Rights**") therein or related thereto.

## **Your Content**

You are solely responsible for all Content you provide, upload, submit, or post to, or generate through access to or use of, the Platform or Services, including by connecting or communicating with other Users ("**Your Content**"). You are solely responsible for all of Your Content, including the resolution of any disputes that may arise between you and any User or other Entity because of Your Content. By providing, uploading, submitting, posting, or generating Your Content, you grant us and our respective vendors, suppliers, service providers, and business partners a non-exclusive, transferable, fully sublicensable, perpetual,

irrevocable, royalty-free, fully paid up, worldwide license to use, copy, store, reproduce, modify, display, adapt, publish, translate, publicly perform, digitally perform, publicly display, and distribute Your Content and to prepare derivative works based on Your Content, or incorporate Your Content into other works, with or without attribution to you. You understand that all of Your Content may be visible to, sent to, and viewed by other Users and you expressly waive any privacy rights you may otherwise have in Your Content. You agree to allow us, if we elect in our sole discretion, to provide Your Content to other Users. Without limiting the foregoing, you agree and acknowledge that tZERO will grant the operators of public search engines a limited, non-exclusive, non-transferrable license to copy Content, which may include Your Content, from the publicly accessible portions of the Site for the purpose of creating publicly available, searchable indices of the Site Content.

You are solely responsible for Your Content. By providing, uploading, submitting, posting, or generating Your Content, you represent, warrant, and covenant that: (a) Your Content is accurate, complete, and current; (b) Your Content does not violate the Agreement or any applicable Law of any federal, national, supranational, state, provincial, local, or other government, governmental, regulatory, or administrative authority, agency, or commission or any court, tribunal, or judicial or arbitral body, including the U.S. Securities Exchange Commission (the “**Commission**”), Financial Industry Regulatory Authority (“**FINRA**”) and any other self-regulatory organizations (each, a “**Governmental Authority**”); (c) you have fully complied with all applicable Laws relating to Your Content; (d) Your Content will not contain any untrue statement of fact or omit to state a fact required to be stated or necessary to make such a statement not misleading in light of the circumstances under which it is made; (e) Your Content is not unlawful, harmful, threatening, abusive, harassing, libelous, defamatory, discriminatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, religiously, sexually, or similarly offensive, or otherwise objectionable; (f) Your Content does not encourage fraudulent or tortious activity or conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable Law or individual privacy rights; (g) Your Content does not constitute an infringement or misappropriation of the Intellectual Property Rights or other rights of any Entity; (h) Your Content is not an advertisement or solicitation of funds, goods, or services; (i) Your Content is not false, misleading, incomplete or inaccurate; (j) Your Content could not be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement; and (k) you have all right, title, interest and consent in Your Content necessary to allow us to use Your Content as permitted under the Agreement. You agree that you will promptly update Your Content in the event that Your Content is no longer in compliance with the Agreement or if you discover that any of Your Content previously provided was not in compliance with the Agreement when provided, uploaded, submitted, posted, or generated. You acknowledge that tZERO and all Users are entitled to and will rely upon Your Content.

tZERO is not responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any of Your Content

## **Your Conduct**

You agree not to harass, advocate harassment, or to engage in any conduct that is abusive

or harmful to any Entity. We reserve the right, but are not obligated, to investigate and/or prohibit any conduct, or remove or refuse to post any Content (including Your Content), that we deem in our sole discretion to be unlawful, harmful, in breach of the Agreement, or otherwise offensive to you, the Platform, Users, our customers, our rights, or any Entity. We assume no liability for any action or inaction with respect to your conduct, communication, or Content. Additionally, we may disclose any Content or electronic communication of any kind: (i) to satisfy any Law or government request; (ii) if such disclosure is necessary or appropriate to operate the Platform; (iii) to protect our rights or property, our Users and customers, you, or any other Entity; or (iv) if, in our sole discretion, such Content or electronic communication should be referred to law enforcement or other government authorities.

### **Market Data provided by tZERO**

tZERO publishes market data as Content made available through the Platform. None of the market data Content contained on the Platform constitutes a recommendation, solicitation or offer by tZERO to buy or sell any securities, futures, options or other financial instruments or provide any investment advice or service. The market data Content contained on the Platform has been provided without reference to any particular user's investment requirements or financial situation. Certain transactions give rise to substantial risk and are not suitable for all investors. Prior to the execution of any transaction by relating to market data Content or other information you viewed on the Platform, you should consult your business advisor, attorney and tax and accounting advisors with respect to the price, suitability, value, risk or other aspects of any stock, mutual fund, security or other investment. Pricing and other information generated through the use of data or services made available herein may not reflect actual prices or values that would be available in the market at the time provided or at the time that the user may want to purchase or sell a particular security or other instrument. The information and services provided on the Platform are not provided to and may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental or regulatory or self-regulatory organization or clearing organization of where tZERO is not authorized to provide such information or services.

### **Your Feedback**

You may provide tZERO with your observations, comments, criticisms, suggested improvements and other feedback about the Platform, Content, or tZERO ("**Feedback**"), you hereby assign to tZERO all rights in the Feedback and agree that tZERO shall have the right to use such Feedback and related information in any manner tZERO deems appropriate without a duty of accounting, attribution or other obligation to you. tZERO will treat any Feedback you provide as non-confidential. You agree that you will not submit to tZERO any information or ideas that you consider to be confidential or proprietary.

### **Access to Third-Party Sites and Services**

The Platform may contain links to third-party sites that are not under the control of tZERO. Unless otherwise noted, any other site accessed from the Platform is independent from us, and we have no control over and are not responsible for its content. Links to third party

websites are provided for your convenience only and you access them solely at your own risk. A link from our Platform to any other website does not imply that we endorse or accept any responsibility for the content or use of such other website. In no event shall any reference to any third party or third-party product or service be construed as our approval or endorsement of that third party or of any product or service provided by a third party. Any services provided on any third-party websites are provided by such third-parties and not by tZERO. You acknowledge and agree that the tZERO Parties shall not be liable or responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by or related to the use of or reliance on any content, goods, or services available through any third-party website or resource. Your access and use of the third-party sites are governed by the terms of use and privacy policies of these third-party sites. We strongly encourage you to carefully review the terms of use and privacy policies of any third-party services you access through our Platform.

### **Application Programming Interface Agreement**

tZERO may, its sole discretion, provide third parties with an application programming interface and other materials in accordance with any accompanying documentation (collectively, the “**API Package**”) (such third parties, “**API Licensees**”), to make available certain features and functionality of the Platform via the API Licensees’ products (such products, the “**Licensee Products**”). The API Package and the Licensee Products are collectively referred to as the “**API Products**.”

You agree that API Licensees may access your Account and Personal Information in the course of your use of any API Products. By using any API Products, you acknowledge that such API Products may employ security, policies, procedures and systems of API Licensees that may or may not be less stringent and secure than tZERO’s policies, procedures and systems. You agree that your use of any API Products shall be subject to the terms and conditions of this Agreement, in addition to any other agreements that you have executed or may execute in the future with respect to any such API Products. You understand and agree that any end user agreement that you execute with any API Licensee is concluded solely between you and such API Licensee, and not with tZERO. Further, you acknowledge and agree that such API Licensee, not tZERO, is solely responsible for such Licensee Product and any content thereof. You understand and agree that the API Products may deliver Personal Information to tZERO and that tZERO is authorized to receive and store such Personal Information consistent with tZERO’s then-in-effect policies and procedures. You further acknowledge that the API Products may request Personal Information stored by tZERO, and you consent to tZERO’s disclosure of such Personal Information to the API Products. “**Personal Information**” means your personally identifiable information (including username, logon password, financial information, trade data and other financial information) and includes data exchanged between tZERO and the API Products.

To the extent the Licensee Products or API Licensees express opinions or make recommendations, you understand that such opinions and recommendations are expressed solely by API Licensees and are not the opinions or recommendations of tZERO. The existence of the API Products and tZERO's consent to any connectivity between any Licensee Products and tZERO's Platform does not constitute (1) a recommendation by tZERO to invest in any security or utilize any investment strategy or (2) a representation, warranty or other guarantee by tZERO as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investments. The existence of any and all information, tools and services provided by API Licensees or by the Licensee Products shall not constitute tZERO's endorsement of API Licensees or the Licensee Products.

From time to time, and subject to then-in-effect agreements between tZERO and API Licensees, tZERO may in its discretion make market data feeds received from third party providers available via the API Products. tZERO does not make any guarantees in regard to such market data feeds. Furthermore, API Licensees or Licensee Products may make available to you market data feeds independent of tZERO. You acknowledge that from time to time there may be discrepancy between the market data presented on the Platform and information provided by any API Products. tZERO is not responsible for the accuracy of any market data displayed on any API Products or otherwise made available by API Licensees.

You acknowledge that there may be latency between the time an order (or other Personal Information) is submitted from the API Products and the time such order or Personal Information is received by tZERO. Latency may also affect order modification and order cancellation requests. The time an order or a request is actually received by tZERO (including for execution) will be the official time, including for the purposes of routing the order to the market for execution. In addition, all orders submitted to tZERO are subject to order vetting by the applicable tZERO Entity. Orders created and submitted through any API Products are not vetted until they are received by the applicable tZERO Entity. It is possible that tZERO may reject an order placed through any API Products. tZERO cannot guarantee that any order will be accepted when such order is routed to the market for execution, and tZERO cannot guarantee that notifications and Personal Information provided to you by tZERO will be successfully delivered to or displayed by any API Products.

Without limiting the generality of any other terms in this Agreement, you acknowledge and agree that:

- the tZERO Parties shall not be liable for any losses resulting from the API Products, API Licensee technology or product offerings or other incident or defect involving use of the API Products or API Licensee technology (including system outages, downtime or network latency);
- the tZERO Parties shall not be responsible for any Content provided by any API Licensee or any Licensee Product;

- the tZERO Parties make no representations, warranties or other guarantees as to the accuracy, timeliness or efficacy of any market data, information or other functionality made available by any API Licensee or any API Product;
- Your use of any API Products will not confer to you any title, ownership interest or other intellectual property rights that otherwise belong to the tZERO Parties or API Licensees. The API Package, including content, shall remain tZERO's exclusive property. All names, logos and any related product and service names, design marks and slogans displayed by or relating to tZERO or API Licensees in the context of the API Products shall remain the property of the respective owner, and use of such property by tZERO or any API Licensee in marketing or provision of any API Products does not grant ownership of or entitle you to use any such name or mark in any manner.

You represent and warrant that:

- By virtue of utilizing any API Products, you consent to and accept any risk associated with tZERO's sharing of Personal Information with any API Licensee and shall not hold the tZERO Parties responsible for any Losses resulting from the sharing of such Personal Information.
- You agree that your use of any API Products or API Licensee's content, information, technology or functionality is solely at your own risk.
- You agree that tZERO may revoke any API Licensee or API Products' authorization at any time, for any reason, with or without cause and without notice to you.

### **No Tax, Legal, Financial, or Investment Advice**

The Platform may provide Content relating to the securities of certain Entities seeking investment on the Platform, including tZERO and its Affiliates ("**Securities Information**"). You should not interpret any such Securities Information, or any other Content provided on the Platform, as tax, legal, financial, or investment advice, the provision of brokerage or investment banking services, or a recommendation to invest in any security. Although the Platform may, upon request, provide certain Securities Information regarding the purchase or sale of securities through third-party entities, such Securities Information should not be interpreted as, and is not, a solicitation or offer by the Platform, tZERO or any of our Affiliates to purchase or sell any such security, or an endorsement or recommendation to engage in any securities transaction. We have no special relationship with or fiduciary duty to you and your use of the Platform and any Services or Content does not create such a relationship. You agree and acknowledge that you are solely responsible for conducting legal, accounting and other due diligence review on the information posted on the Platform.

### **Brokerage Services**

All brokerage services accessible on the Platform are provided by tZERO's Affiliate, tZERO Securities, LLC, which is SEC-registered broker dealer and member of FINRA and SIPC. For more information about tZERO Securities, LLC, please visit FINRA's BrokerCheck:



<https://brokercheck.finra.org/>.

### **Acknowledgement of Investment Risk**

tZERO does not endorse or represent the reliability or accuracy of any Content distributed through or accessed from the Platform, and has not performed any investigation into such Content. The tZERO Parties shall, therefore, not be liable for any investment decisions made based upon any Content available on the Platform. Any reliance upon such Content is at your sole risk.

You further acknowledge and agree that any investment includes a high degree of financial risk, that you are solely responsible for determining the suitability of your investments, your eligibility to invest, and your investment strategy, and that you accept the risks associated with such decisions, including the risk of losing the entire amount of your principal. You should consult with your own broker-dealer or other advisor prior to engaging in any securities transaction, whether through an offering of securities on the Platform or otherwise.

### **Text Messaging**

By providing your phone number to tZERO, through the Platform or by other means, you provide express consent to receive informational messages from tZERO related to your account with us by means of SMS or prerecorded voice from tZERO and its agents. Such SMS messages may be sent using an automated telephone dialing system. You may periodically receive such messages from tZERO and standard text messaging rates may apply to those messages.

You have the right to opt out of such messages at any time by texting STOP or a similar message in response to an informational message from tZERO. You may also make such a request by emailing [investor\\_support@tzero.com](mailto:investor_support@tzero.com) and [support@tzero.com](mailto:support@tzero.com). tZERO honors all such requests and may send a final text to confirm your un-enrollment. No further informational texts will be sent unless and until you re-enroll. Email [investor\\_support@tzero.com](mailto:investor_support@tzero.com) and [support@tzero.com](mailto:support@tzero.com) for help.

tZERO may also send one-time automated SMS messages for the purpose of verifying your account or resetting your password, upon your request. Because such messages specifically respond to a prompt from you, you will receive such messages in response to your request even if you have previously opted out of tZERO's informational messaging program.

tZERO will obtain separate express written consent from you through the Platform to send marketing messages. If you consent to receive marketing messages, you will occasionally receive messages marketing tZERO and its affiliates' products and services, in addition to informational messages. You may text STOP to opt out at any time.

You agree to ensure that your phone number is up to date with tZERO, and that you are the owner of the phone number you have provided to tZERO. You agree to keep your messaging preferences and contact information up to date in your tZERO account.

### **Ownership**

tZERO and its suppliers and service providers retain all rights, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Platform, Services, Content, and other Technology and any and all additions, improvements, updates and modifications thereto. You receive no ownership interest in or to the Platform, Services, Content, or other Technology and you are not granted any right or license to use the Technology itself, apart from your ability to access the Platform, Services and Content as permitted under the Agreement.

tZERO; TØ; T0 TECHNOLOGIES; TØ TECHNOLOGIES; TØ.COM; THE TRADE IS THE SETTLEMENT; DLR; TRADE IS SETTLEMENT; TRADE = SETTLEMENT; TRUE SETTLEMENT; and other marks, graphics, logos, page headers, button icons, scripts, product and service names associated with the Platform, which may or may not be designated on the Platform by a <sup>TM</sup>, ®, SM or other similar designation, are registered, pending or unregistered trademarks or service marks of tZERO and its licensors in the U.S. and other countries. All other trademarks not owned by us that appear on the Platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. You are not granted any license or right to use any tZERO or third-party trademarks posted on the Platform or appearing in any Content, without the express prior written permission of tZERO or such third-party. Notwithstanding permission from tZERO, in no event shall you use our trademarks in any manner that is likely to cause confusion among customers or that disparages or discredits us. Your use of trademarks or any other Content on the Platform except as provided in the Agreement is strictly prohibited.

### **Representations and Warranties**

You represent and warrant to tZERO that: (a) you have the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on you; and (c) you have the legal right and authority to perform your obligations under this Agreement and to grant the rights and licenses described in this Agreement.

You acknowledge that the Platform, Services and Content are not specifically designed to facilitate compliance with any specific Law. Your use of the Platform, Services and Content in compliance with any specific applicable Law is your sole responsibility. tZERO is not responsible for enabling your compliance with any such Law or for your failure to comply. Regardless of the jurisdiction in which you use or access the Platform, Services or Content, you represent, warrant and covenant that your use of and access to the Platform, Services and Content, including, without limitation, Your Content, will comply with all applicable Laws and will not cause tZERO itself to violate any applicable Laws. The foregoing obligation includes compliance with all Law that are applicable to the transmission of data on the internet, including, but not limited to, Laws governing the transmission of data or funds across international boundaries, into prohibited countries, and containing financial, technical, and/or personally identifiable information.

### **Disclaimers**

**YOU AGREE TO USE THE PLATFORM, THE SERVICES, AND THE CONTENT AT YOUR OWN RISK.**

THE PLATFORM, SERVICES AND CONTENT ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS. TZERO AND ITS SUPPLIERS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE PLATFORM, SERVICES OR CONTENT WILL BE AVAILABLE FOR YOUR USE OR THAT YOUR USE OF THE PLATFORM, SERVICES OR CONTENT WILL BE UNINTERRUPTED OR FREE FROM ERRORS OR OMISSIONS. TZERO AND ITS SUPPLIERS AND SERVICE PROVIDERS DO NOT WARRANT THE RELIABILITY, ACCURACY, INTEGRITY, COMPLETENESS, ADEQUACY OR CURRENCY OF THE PLATFORM, SERVICES OR CONTENT AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED OR PROVIDED BY USERS OF THE PLATFORM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TZERO AND ITS SUPPLIERS AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH REGARD TO THE AGREEMENT AND THE PLATFORM, SERVICES, AND CONTENT, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY THE PLATFORM, SERVICES, CONTENT, US OR OUR EMPLOYEES, SUPPLIERS, SERVICE PROVIDERS OR AGENTS SHALL CREATE A WARRANTY.

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WITHOUT LIMITING THE FOREGOING, TZERO AND ITS SUPPLIERS AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY REGARDING THE AMOUNT OF REVENUE THAT MAY BE GENERATED AND ANY ECONOMIC OR OTHER BENEFIT THAT YOU MIGHT OBTAIN THROUGH YOUR USE OF THE PLATFORM, SERVICES OR CONTENT. SPECIFICALLY, TZERO AND ITS SUPPLIERS AND SERVICE PROVIDERS DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE PLATFORM, SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS.

### **Limitation of Liability**

YOU EXPRESSLY AGREE THAT YOUR ACCESS TO, VIEWING OF, BROWSING, VISITING OR USE OF THE PLATFORM, SERVICES AND CONTENT IS AT YOUR SOLE RISK.

You acknowledge and agree that, to the fullest extent permitted by any applicable Law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, the Platform, Services or Content under any cause or action whatsoever in any jurisdiction, including actions for breach of warranty, breach of contract or tort (including negligence). In no event shall the tZERO Parties’ total aggregate liability to you for all damages arising out of or in connection with the Agreement, Platform, Services, or Content exceed \$10,000 dollars. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

You further specifically acknowledge that the tZERO Parties are not liable, and you shall not to seek to hold the tZERO Parties liable, for the conduct of third parties, including operators of third-party services, and that the risk of the conduct of third parties and third-party services and of injury from the foregoing rests entirely with you.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, PROFITS, OR REVENUES), COVER, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, PLATFORM, SERVICES, OR CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM RELIANCE UPON ANY INFORMATION OBTAINED FROM THE PLATFORM OR THROUGH THE SERVICES OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS OR SERVICES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER IN AN ACTION AT LAW, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR AN ACTION IN EQUITY, AND WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY ACKNOWLEDGE THAT THIS SECTION AND THE DISCLAIMERS ABOVE SHALL APPLY TO ALL USE OF THE PLATFORM, SERVICES AND CONTENT. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

### **Indemnification**

You (including each joint account holder, if applicable) agree to indemnify, defend, and hold harmless tZERO, its affiliates and subsidiaries, and each of their respective officers, directors, shareholders, employees, agents, representatives, vendors, suppliers, service providers, distributors, assigns, Users, customers, licensees, and successors in interest ("**Indemnified Parties**") from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that directly or indirectly result from: (1) your access to or use of the Platform, Services or Content; (2) your negligence, fraud, bad faith or willful misconduct; (3) your breach of any representation, warranty, or other provision of the Agreement; (4) an actual or alleged Fraudulent Event (as defined in Annex A). We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it, but failure to provide such notice shall not impact your obligations under this Section unless you are prejudiced by that failure.

Notwithstanding the foregoing, tZERO reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify the Indemnified Parties, and you agree to cooperate with tZERO's defense of these claims.

### **Subpoenas**

In the event we are required to respond to a subpoena or other formal request from a third party or a government agency for our records or other information relating to services we have performed for you, or testify by deposition or otherwise concerning such services, you will reimburse us for our time and expense incurred in responding to any such demand, including, but not limited to, reasonable lawyers and other professional fees, time and expense incurred in search and photocopying costs, reviewing documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

### **Privacy**

Any personally identifiable information you submit to the Platform will be processed in accordance with the Privacy Policy for the Platform located at Annex C ("**Privacy Policy**"). You expressly consent to the use and disclosure of Your Content, including your personally identifiable information, as described in the Privacy Policy.

You agree that you will access and use the Platform and the Services solely in compliance with the Privacy Policy.

Notwithstanding anything in the Privacy Policy, tZERO will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information resulting from your access to and use of the Platform, and all Services and Content. To the extent any such non-personally identifiable data or information is collected or generated by tZERO, the data and information will be solely owned by tZERO and may be used by tZERO for any lawful business purpose without a duty of accounting to you, provided that the data and information is used only in an aggregated form, without directly identifying you or any other Entity or natural person as the source thereof.

### **Electronic Signatures in Global and National Commerce Act/Uniform Electronic Transactions Act**

The Federal Electronic Signatures in Global and National Commerce Act ("**ESIGN**") and other applicable Laws, including the Uniform Electronic Transactions Act ("**UETA**") and the New York State Electronic Signatures and Records Act ("**NYESRA**"), authorize the creation of legally binding and enforceable agreements utilizing electronic records and signatures. To the extent ESIGN, NYESRA, UETA, or other applicable Laws require that we obtain your consent to use electronic records or signatures or to receive information electronically, you hereby consent to transact business with us electronically and maintain electronic records in compliance with the requirements of ESIGN, NYESRA, UETA, and any other applicable Laws.

Your use of electronic signatures to sign documents legally binds you in the same manner as if you had manually signed such documents. The use of electronic versions of documents

fully satisfies any requirement that such documents be provided to you in writing. If you sign electronically, you represent and warrant that you have the ability to access and retain a record of such documents. You agree that you are responsible for understanding these documents and agree to conduct business by electronic means.

Although you consent to electronic delivery, you may be permitted to elect for the delivery of certain communications by other means. If you make such an election, such delivery shall not affect your consent. You may also be permitted to revoke your consent to the electronic delivery of certain communications and instead receive a paper version of such communications. tZERO shall have a reasonable period to effect any such change and tZERO may charge you a reasonable fee for sending you any such paper communications. If you elect to use electronic delivery, you agree and represent that you have a suitable computer with Internet access, an email address and the availability to download, save and/or print communications to retain a record of such communications. You agree that you are solely responsible for maintaining such equipment and services required for online access.

## **Notices**

You agree that we may send you any notice, communication, or other information in connection with the Platform or Services in electronic form to any e-mail address we have on file for you or, if the notice, communication, or other information applies to multiple Users, by posting such notice to the Platform or providing it through the Services. tZERO may also deliver notices, communications, or other information verbally, whether in person, over the telephone, or by other electronic audio communication. Notices, communications, or other information provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. Notices, communications, or other information given through the Platform or Services will be deemed given and received on the day you access the Platform or Services containing such notice. As long as you access and use the Platform, you agree that you will have, or have access to, the necessary software and hardware to receive such notices, communications, or other information. If you do not consent to receive any such notices, communications, or other information electronically, you agree to stop using or accessing the Platform and all Services and Content. You agree to promptly notify us of any changes in your address or contact details. If tZERO sends you any notice, communication, or other information but you do not receive it because the email address in our files is incorrect, out-of-date, blocked by your service provider, or you are otherwise unable to receive the notice, communication, or other information, tZERO will be deemed to have provided the notice, communication, or other information to you.

## **Communications**

If you communicate with tZERO, we may disclose your communication: (1) to satisfy any Law or government request; (2) if such disclosure is necessary or appropriate to operate the Site; (3) to protect our rights or property, our Users, you, or any other Entity; or (4) if, in our sole discretion, your communication should be referred to law enforcement or other government authorities.

## **Claims of Infringement**

If you believe in good faith that your copyrighted work has been posted or made available on the Platform or through the Services without your authorization in a way that constitutes copyright infringement, please contact us at the address below so that we may investigate the situation and take any appropriate action. In order for us to investigate your claim of infringement, you must provide us with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- A description of the copyrighted work that you believe has been infringed;
- A description of where the material that you claim is infringing is located or identified on the Platform;
- Your name, address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or applicable Law; and
- A statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright or authorized to act on behalf of the owner of the copyright.

The above information should be provided to our designated agent for notice of claims of copyright infringement at the following address:

By mail:

Copyright Agent

c/o tZERO

299 Main Street, Suite 2270

Salt Lake City, UT 84111

Please note that the above procedure is exclusively for notifying tZERO and its Affiliates if you believe in good faith that your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the Digital Millennium Copyright Act of 1998.

Allegations that other Intellectual Property Rights may be infringed on the Platform or through the Services should be sent to [legal@tzero.com](mailto:legal@tzero.com). tZERO may, in its sole discretion, terminate the accounts of those who are accused of infringing copyrights or other Intellectual Property Rights.

### **Suspension and Termination**

We may terminate the Agreement and your right to access or use the Platform or the Services and any Content at any time, for any reason or no reason in our sole discretion. We will use reasonable efforts to provide you with notice of any such termination. You may, in your sole

discretion, discontinue using the Platform or any Services or Content at any time.

We also reserve the right to suspend or limit your access to the Platform or the Services for any reason or no reason in our sole discretion. During any such suspension, you may not access or use the Platform or any Services or Content.

If we terminate this Agreement, or during any suspension of your access to the Platform or the Services, you may not attempt to access or use the Platform or any Services or Content, whether by agreeing to these Terms (or any Annex) again or by otherwise accessing or using the Platform or any Services or Content, unless or until we have provided you with our separate written permission for you to do so. Any attempt you may make to agree to these Terms (or any Annex) following termination, or during any suspension, is hereby rejected by tZERO.

Upon termination of the Agreement for any reason: (a) all rights granted to you under the Agreement will terminate; (b) You will cease all use of and access to your Account, the Platform, and all Services and Content; (c) you will cease use of and delete any Content you have downloaded prior to termination; (d) all fees or other amounts incurred through your Account or which you have otherwise incurred under this Agreement will become payable; and (e) we may, in our sole discretion, delete your Account and any of Your Content. Following any termination of the Agreement, you will continue to be bound by the terms of the Agreement which, by their nature, survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity, limitations of liability, and dispute resolution.

## **Governing Law**

The interpretation of the rights and obligations of the parties under the Agreement, and any dispute of any nature that might arise between you and tZERO, will be governed by the Laws of the State of New York, USA, as such laws apply to contracts between New York residents performed entirely within New York, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement, and the parties hereby disclaim the application thereof.

## **Disputes**

### ***Precondition to Claims***

You shall not institute legal proceedings against tZERO without first completing the dispute resolution process set forth below. You agree that failure to complete this dispute resolution process is grounds for dismissal without prejudice of any legal proceedings. You shall direct any complaint to tZERO and not to its consignors.

### ***Dispute Resolution Process***

The following dispute resolution process shall apply to any Dispute (as defined below) related to or arising out of your relationship with tZERO. You agree that you shall first notify tZERO of the Dispute in writing at least twenty (20) days in advance of initiating arbitration or the small claims court action (if applicable) described herein and attempt to informally negotiate



a resolution to the Dispute in good faith. Notice to us should be sent via email to: legal@tzero.com. The notice of Dispute must: (a) include your name, address, phone number, and e-mail address(es) used to register with or use the services; (b) describe the nature and basis of the Dispute; (d) enclose and/or identify all relevant documents and/or information; and (e) set forth the specific relief sought. If tZERO and you do not reach an agreement to resolve the Dispute within twenty (20) days after the notice is received, you may commence a formal arbitration proceeding or small claims court action (if applicable).

### ***Submission to Arbitration***

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU UNDERSTAND AND AGREE THAT BY THIS PROVISION, YOU AND YOUR REPRESENTATIVES ARE FORGOING THE RIGHT TO SUE IN COURT (EXCEPT AS SET FORTH BELOW) AND HAVE A JURY TRIAL. YOU AGREE THAT ANY AND ALL DISPUTES THAT HAVE ARISEN OR MAY ARISE BETWEEN TZERO AND YOU (INCLUDING YOUR REPRESENTATIVES) SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY.

You, your representatives, and tZERO agree that any and all disputes, controversies, or claims between them arising under, out of, or relating to the Platform, Services, or Content or the Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination of the Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to the Agreement or any of the foregoing (“**Disputes**”) shall be submitted to and resolved exclusively by binding arbitration in accordance with the procedures set forth in this Section. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to (1) Disputes that arose before your agreement to the Agreement or any prior agreement; (2) Disputes that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (3) Disputes that may arise after the termination of your use of the Platform or Services.

### ***Mandatory and Binding Arbitration Procedures***

Except as noted below, if any Dispute cannot be resolved through negotiations between the parties within twenty (20) days of notice from one party to the other of the Dispute, such Dispute will be finally settled through binding arbitration before the American Arbitration Association (“**AAA**”) under its Commercial Arbitration Rules then in effect unless it is determined by the AAA that the fee schedule and/or other provisions of the AAA’s Consumer Rules apply to the Dispute. The AAA’s Commercial Arbitration Rules or, if applicable to a particular Dispute, the AAA’s Consumer Rules are defined herein as the “**Rules.**” Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the “**Initial Period**”) after either party to the Agreement delivers a request for arbitration, a

neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by tZERO in New York, NY, USA (Borough of Manhattan). The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrator will require payment of the costs, fees (including reasonable attorneys' fees) and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees (including reasonable attorneys' fees) and or expenses incurred in enforcing the award shall be charged against the party that resists its enforcement. To the fullest extent permitted by applicable Law, no arbitration shall be joined with an arbitration involving any other party subject to the Agreement, whether through class arbitration proceedings or otherwise.

Notwithstanding the foregoing, you agree that the following matters shall not, at the election of tZERO, be subject to binding arbitration: (a) any dispute concerning tZERO's or its suppliers or service providers' Intellectual Property Rights; (b) any dispute related to or arising from allegations of criminal activity; or (c) any claim for injunctive relief.

The foregoing provisions regarding Disputes shall apply to any Dispute with tZERO or any of its affiliates, except that any Dispute with tZERO Securities, LLC and/or any other broker-dealer affiliate of tZERO shall be resolved by arbitration solely in accordance with the rules and procedures of FINRA's dispute resolution forum and as set forth in the provisions of the applicable customer agreements between you and those entities.

### ***Class Action Waiver***

ANY PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. NEITHER PARTY SHALL BE A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING, AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL DISPUTE OR CLAIM. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S DISPUTES, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. TZERO DOES NOT CONSENT TO CLASS ARBITRATION. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

### ***Small Claims***

We both may choose to pursue any Dispute in small claims court (rather than arbitration) where jurisdiction and venue over tZERO and you are proper, and where the claim does not include a request for any type of equitable relief, and so long as the matter advances on an individual (non-class) basis.

### ***Injunctive Relief***

Notwithstanding anything to the contrary in the foregoing, either party may bring suit in court

seeking temporary or preliminary injunctive relief, which shall then be subject to review by the arbitrator should such party further seek permanent injunctive relief in arbitration.

### ***Time Limit to Pursue Dispute***

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Agreement or your relationship with tZERO must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### ***Effect of Changes on Arbitration***

Notwithstanding the provisions of the “Changes” Section above, if tZERO changes any of the terms of this “Disputes” Section after the date you most recently accepted the terms of the Agreement, you may reject any such change by sending us written notice (including by email to legal@tzero.com) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of tZERO’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and tZERO in accordance with the terms of this “Disputes” Section as of the date you most recently accepted the terms of the Agreement.

### ***Severability***

If a court decides that any provision of this “Disputes” Section is invalid or unenforceable, that provision shall be severed and the other parts of this “Disputes” Section shall still apply. In any case, the remainder of the Agreement will continue to apply.

### ***Force Majeure***

The tZERO Parties will not be liable for delays, failure in performance or interruption of the Services or Platform which result directly or indirectly from any cause or condition beyond tZERO's reasonable control, including any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, pandemic, epidemic, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control (collectively, “**Force Majeure Events**”) and the occurrence of a Force Majeure Event or any such delays, failures or interruptions shall not affect the validity and enforceability of any remaining provisions of the Agreement.

### ***Additional Terms***

The failure of tZERO to enforce any right or provision in this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of tZERO. Except as expressly set forth in the Agreement, the exercise by either party of any of its rights or remedies under the Agreement will be without prejudice to its other rights or remedies under the Agreement or otherwise. If for any reason a court or arbitral tribunal, as applicable, of competent jurisdiction finds any provision of the Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of the Agreement will remain in full force and effect and enforceable. Neither

the Agreement nor any of your rights or obligations under the Agreement may be assigned or transferred by you (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of tZERO. Any assignment in violation of the foregoing will be null and void. tZERO may use third party providers to provide any portion of the Platform. tZERO shall have the right to assign its rights or delegate any of its responsibilities under this Agreement for any reason. tZERO will use commercially reasonable efforts to provide you with notice of any such assignment or transfer. Except as expressly provided in the Agreement, there shall be no third-party beneficiaries to the Agreement. The Indemnified Parties and tZERO's Affiliates, officers, directors and members shall be deemed third party beneficiaries to this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. To the extent any ambiguity or inconsistency exists between an English version of any written document and a version in any other language, the English (as interpreted in the United States) version of such document shall prevail. The words "include," "includes" and "including" means "include," "includes" or "including," in each case, "without limitation."



**Annex A**  
**tZERO Securities, LLC**  
**Customer and Subscriber Agreement**

This Annex was last updated on March 7, 2024.

This Customer and Subscriber Agreement together with all Exhibits and any accompanying or supplemental agreements and documents referenced herein (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**Annex**”) is made and entered into between tZERO Securities, LLC (“**tZERO Securities**”, “**us**”, “**our**”, or “**we**”), and you or, if you are accessing the Platform for brokerage Services on behalf of another Entity, that Entity (in either case, “**you**” or “**your**”). Capitalized terms used and not otherwise defined in this Annex have the meaning assigned to such terms in the Terms (as defined below).

This Annex and the tZERO Master Terms of Use (“**Terms**”) together form your agreement with tZERO Securities (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”) regarding your access to and use of the Platform for brokerage Services (the “**Brokerage Platform**”) and the establishment of a securities account with us and any other brokerage account you open with us in the future (an “**Account**”). If for any reason you have not entered into the Terms at the time you enter into this Annex, then by entering into this Annex, you agree to enter into and be bound by the Terms. In the event of a conflict between the Terms and this Annex or overlapping subject matter with the Terms, the terms of this Annex will control as to the Services provided to you by tZERO Securities and the Terms (and any other Annex) will control in all other respects.

Each Account you open is a cash account unless otherwise agreed by tZERO Securities. By entering into this Agreement, you understand and agree that you will be a Subscriber to the alternative trading system operated by us (the “**ATS**”). The term Subscriber has the meaning set forth in Rule 300(b) of Regulation ATS under the Exchange Act. Each reference to a customer in this agreement includes references to that customer as a subscriber as well.

By agreeing to this Annex via “click through” or by accessing or using the Brokerage Platform or any Services or Content provided by tZERO Securities or made available through the Brokerage Platform, you agree to enter into and be bound by this Annex. If you are entering into this Annex on behalf of an Entity, by agreeing to this Annex via “click through” or by accessing or using the Brokerage Platform or any Services or Content provided or made available through the Brokerage Platform, you represent and warrant that you have authority to bind that Entity. If you do not have such authority, or you do not agree to be bound by this Annex, do not agree to these terms via “click through” and do not access or use any part of the Brokerage Platform or any Services or Content.

**THIS ANNEX CONTAINS AN ARBITRATION PROVISION, WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AND PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.**

**This Annex describes how we will service your account. It is a legal document that outlines our obligations to you and your obligations to us. It covers how we agree to address the most important issues that may arise between you and us. PLEASE BE SURE to read this Annex prior to using the Brokerage Platform.**

## **Our Services**

### *Primary Offerings of Securities*

From time to time, we may be engaged by companies seeking financing through a securities offering. We act as an agent to facilitate those offerings, either as broker-of-record, intermediary or placement agent. Certain offerings are limited only to “accredited investors” and may require a certain minimum investment amount. We do not solicit or recommend purchases or sales of securities, provide investment advice, monitor your investments, or maintain investment discretion over your investments. We accept investment commitments on behalf of our issuer clients only at your direction and we do not offer advice, recommendations or strategies involving securities or securities accounts to you.

We facilitate three types of offerings, those made under Regulation A, Regulation D and Regulation Crowdfunding.

- **Regulation A** - These securities offerings are available to U.S. investors who are “accredited investors” as defined by Rule 501 of Regulation D under the Securities Act as well as non-accredited investors, who are subject to certain investment limitations as set forth in Regulation A under the Securities Act (popularly known as “**Reg A+**”).
- **Regulation D** - These securities offerings are only available to U.S. investors who are “accredited investors” as defined by Rule 501 of Regulation D under the Securities Act and are made under Rule 506(c) of Regulation D or Rule 506(b) of Regulation D (which permits a limited amount of non-accredited investors).
- **Regulation Crowdfunding** - These securities offerings are available to U.S. accredited and non-accredited investors subject to certain investment limitations as set forth under Regulation Crowdfunding under the Securities Act.

Before you can invest in any of the securities offerings on the Brokerage Platform, you must (a) qualify either as an accredited investor or represent that you will not exceed the investor limits under Regulation A, (b) qualify as an accredited investor for Regulation D offerings or (c) represent that you do not exceed the investor limits for Regulation CF offerings. Prior to investing, you may be asked to fill out a certification and provide necessary documentation as proof of your income and/or net worth to verify that you are qualified to invest in offerings

posted on the Brokerage Platform. You acknowledge and agree that all information you provide for the verification is complete and accurate.

By opening an Account and using the Brokerage Platform for purposes of subscribing to securities offerings as an accredited investor, you represent and warrant that you fall within at least one of the following categories:

- If you are a natural person, you:
  - have a net worth over \$1 million, excluding your primary residence (individually or with your spouse or partner) (your “net worth,” is equal to your assets exceeding minus liabilities. You should exclude (i) the estimated fair market value of your primary residence (*i.e.* the house you live in), and (ii) the amount of any indebtedness secured by your primary residence from this calculation (*i.e.* your mortgage), except (i) if the indebtedness secured by your primary residence exceeds the estimated fair market value of such residence, then the excess should be treated as liability and (ii) if you increased the amount of indebtedness secured by your primary residence in the last 60 days for any reason other than the purchase of your primary residence, then the increase should be included as a liability as well); or
  - have individual income over \$200,000 or joint income over \$300,000 over the last two years and expect to have the same or greater income this year (your “income” is calculated by adding the following items to your adjusted gross income as computed for federal income tax purposes (but not including any amounts attributable to your spouse or property owned by your spouse): (i) any deductions for long-term capital gain or depletion, (ii) any exclusion of interest earned on tax-exempt bonds, (iii) any losses allocated from a limited partnership, (iv) amounts contributed to an IRA, 401(k) or retirement plan, and (v) alimony payments); or
  - hold a valid Series 7, Series 65 or Series 82 license in good standing.
- If you are an entity, you are:
  - a bank, savings and loan association, insurance company, registered investment company, business development company, or small business investment company or rural business investment company;
  - an SEC-registered broker-dealer, SEC- or state-registered investment adviser, or exempt reporting adviser;
  - a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5 million;
  - an employee benefit plan (within the meaning of the Employee Retirement Income Security Act) if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;

- a tax-exempt charitable organization, corporation, limited liability corporation, or partnership with assets in excess of \$5 million;
- a trust with assets exceeding \$5 million, not formed only to acquire the securities offered, and whose purchases are directed by a person who meets the legal standard of having sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of the prospective investment;
- an entity of a type not otherwise qualifying as accredited that owns investments in excess of \$5 million; or
- you are solely owned by accredited investors.

By opening an Account and using the Brokerage Platform for purposes of subscribing to Regulation A securities offerings as a non-accredited investor, you represent and warrant that your investment in any Regulation A offering posted on this site will not exceed the greater of 10% of your annual income or 10% of your net worth (excluding the value of your primary residence).

By opening an Account and using the Brokerage Platform for purposes of subscribing to a Regulation CF securities offerings as a non-accredited investor, you represent and warrant that your investment in any Regulation CF offering posted on this site will not exceed: (i) the greater of \$2,200 or 5% of your annual income or net worth, if your annual income or net worth is less than \$124,000; or (ii) 10% of your annual income or net worth (not to exceed an amount of \$124,000) if your annual income and net worth is equal to or more than \$124,000.

## **WE ARE ENTITLED TO AND WILL RELY UPON YOUR REPRESENTATIONS.**

You agree that, should any material changes occur that might affect your status as an accredited investor, you will immediately provide tZERO Securities with notice in writing.

### *Secondary Trading of Securities*

tZERO Securities customers may buy and sell digitally enhanced securities and/or digital asset securities (collectively, “**Digital Securities**”) and such other securities as tZERO Securities may from time to time approve for customer trading, consistent with its legal and regulatory obligations. The Digital Securities available on the Brokerage Platform are traded on the ATS. Due to the terms and nature of the Digital Securities offered to you on the Brokerage Platform, the ATS may be, and may continue to be, the only trading venue where certain Digital Securities available on the Brokerage Platform are available for trading and consequently we will send your orders for execution to the ATS. However, should any Digital Security offered to you through the Brokerage Platform become or be available for trading on a different trading venue, tZERO Securities will use reasonable diligence to ascertain the best execution venue for such Digital Security consistent with its obligations under applicable rules and regulations. **ALL TRADING IS SELF-DIRECTED.**

There are two custodial models relevant to the Digital Securities traded on the ATS:



- **“Clearing Firm Custody Model”** – tZERO Securities custodies certain digitally enhanced securities that trade on the ATS. This means that tZERO Securities establishes an account in your name in which it custodies your digitally enhanced securities and holds your cash. Further, tZERO Securities will clear and settle your transactions in the securities it custodies for your Account and will electronically deliver or make available confirmations, statements and all written or other notices with respect to your Account directly to you. tZERO Securities will look directly to you for delivery of cash for securities transactions effected for your Account. **No digital asset securities will be custodied by tZERO Securities on your behalf.**
- **“Customer Self-Custody Model”** – You may custody certain Digital Securities that trade on ATS with a third-party custodian with which tZERO Securities has established connectivity (a **“Custodian”**). You **must** custody digital asset securities directly with a Custodian. When you open an Account with tZERO Securities, we will ask you if you have opened an account with a Custodian or if you would like to access a Custodian’s Third-Party Content, which may be available through framed areas or through hyperlinks to the Custodian’s websites, so you may open up an account with a Custodian. If a Digital Security is custodied by you and on deposit with a Custodian, each time you submit an order to the ATS to buy or sell a security, you must also submit conditional settlement instructions to your Custodian. These conditional settlement instructions will notify your Custodian that you have submitted an order to buy or sell a security in your Custodian account and instruct them to settle the trade upon the receipt of an execution report from the ATS. Upon receipt of an execution report, your Custodian will clear and settle your transactions in securities directly custodied by you. tZERO Securities will be responsible for submitting your orders and sending you a trade confirmation upon execution of trade. **tZERO Securities and its affiliates do not guarantee or otherwise have responsibility for clearing and settling the trades executed on tZERO Securities involving Digital Securities custodied by you with a Custodian.** Your relationship with your Custodian is independent of your relationship with tZERO Securities and will be separately governed by any agreement you may have with your Custodian.

This Agreement pertains to all Accounts that wish to conduct securities transactions. All information must be completed in order for your account application to be processed. Please read it carefully, as you will select products and services, tell us how you want to communicate with us, and agree to certain provisions that will govern our relationship in relation to this Agreement. When we accept it, this Agreement and all accompanying or supplemental agreements and documents referenced herein form the entire Agreement between us for this account. Unless otherwise indicated in this Agreement, the words “you”, “your,” “yourself,” and “yours” shall mean the person, corporation, partnership, trustee, limited liability company, or other entity that is the owner specified on the Account and in whose name the Account is opened. The singular of the “you”, “your,” “yourself,” and “yours” shall include the plural and may also refer to any such person, corporation, partnership, trustee, custodian, or other entity that owns a legal or beneficial interest in the Account and each authorized user for an Account. For purposes of this Agreement, “Affiliate(s)” means

any entity that is controlled by, controls or is under common control with an entity. Each Affiliate is a separate legal entity, none of which is responsible for the obligations of the other. The words “we,” “us,” and “our” mean tZERO Securities, LLC, 30 Montgomery Street, Suite 330, Jersey City, NJ 07302. **You must be at least 18 years old to open an account.**

### **Customer Identification Program Notice**

In order to help the government fight the funding of terrorism and money laundering activities, you understand that tZERO Securities is required under federal law (including under the USA Patriot Act of 2001) to obtain, verify and record information that identifies each person who opens an account with tZERO Securities. You can learn more about these requirements here: [https://www.sec.gov/fast-answers/answers\\_bdpersinfohtm.html](https://www.sec.gov/fast-answers/answers_bdpersinfohtm.html). When you open an Account, tZERO Securities is required to collect information such as your name, date of birth, phone number, email address, permanent physical address, mailing address, employment information and identification number (typically your social security number or taxpayer identification number). You may also be required to present your driver's license or other identifying documents. You authorize tZERO Securities to verify your identity, creditworthiness and other information and to provide information about you and your Account to consumer or credit reporting agencies, collection agencies and other third parties providing customer verification services. You also authorize tZERO Securities to obtain copies of your consumer and credit reports at tZERO Securities' discretion and at any time. tZERO Securities may deny your application to open an Account or refuse to provide you with an Account in tZERO Securities' sole discretion for any reason. You also acknowledge and agree that tZERO Securities may provide information as to your performance under this Agreement to those agencies. You understand that, upon your written request, tZERO Securities will tell you whether a credit report was requested and provide you with the name and address of the agency that furnished it.

### **Complaints**

You understand that any complaints should be directed to tZERO Securities at 30 Montgomery Street, Suite 330, Jersey City, NJ 07302, Attention: Compliance or via email at [support@tzero.com](mailto:support@tzero.com).

### **FINRA Public Disclosure Program**

As a member of FINRA, tZERO Securities is required to disclose the availability of BrokerCheck, an online tool that provides information about FINRA-registered firms and investment professionals. To access BrokerCheck or download an investor brochure, go to <http://www.finra.org/brokercheck>. You can also call the BrokerCheck Hotline at 800.289.9999.

You can view a copy of **tZERO Securities' Form CRS and related conversation starters attached hereto as Exhibit A.**

### **Other Important Information**

#### *Securities Investor Protection Corporation*

Member of SIPC, which protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). Explanatory brochure available upon request or at [www.sipc.org](http://www.sipc.org).

#### *Custodian Asset Protection (Customer Self-Custody Model)*

Securities custodied by you with a Custodian are subject to the asset protection regimes applicable to such Custodian. If you have any questions relating to the protection of the cash and/or securities you have on deposit with a Custodian, please reach out to your Custodian

#### *How to Contact tZERO Securities*

You may contact us to let us know of your changes as to how we may contact you electronically, or to request paper copies of certain information from us as follows: To contact us by email send messages to: [support@tzero.com](mailto:support@tzero.com); in writing to: tZERO Securities, Attn: Compliance, 30 Montgomery Street, Suite 330, Jersey City, NJ 07302.

You understand and acknowledge that when you request assistance from tZERO Securities or its employees in using our Services, it will be limited to an explanation of the Service's functionality and assistance using the Service and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction or solicitation of any orders.

You understand and agree that tZERO Securities may record and monitor any telephone or electronic communications with you. Unless otherwise agreed in writing in advance, tZERO Securities does not consent to the recording of telephone conversations by any third party or you. You acknowledge and understand that not all telephone or electronic communications are recorded by tZERO Securities and tZERO Securities does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.

#### *Let tZERO Securities Know if Your Information Changes*

To let us know of a change in your email address or other account information, you must send an email message to us at: [support@tzero.com](mailto:support@tzero.com) and in the body of such request, you must state: your previous information and your new information.

#### *tZERO Statement of Financial Condition*

Pursuant to the Securities Exchange Act of 1934, tZERO Securities LLC must provide individual investors with certain financial information. This information may be viewed in Exhibit F and by downloading as a PDF.

### **Business Continuity Plan**

tZERO Securities has established a Business Continuity Plan that will support its ability to conduct business in the event of a Significant Business Disruption (“**SBD**”). This plan is reviewed annually, and can be updated more frequently if necessary. Should tZERO Securities be impacted by an SBD, we aim to minimize business interruption as quickly and efficiently as possible. tZERO Securities has implemented recovery plans that address each of its SBDs. To receive more information about tZERO Securities’ Business Continuity Plans, please see **tZERO Securities’ Business Continuity Disclosure in Exhibit B**.

### **Account Risk Disclosure**

Securities, as well as any particular investment, may not be suitable or appropriate for everyone. Investors should note that investing or trading in securities could involve substantial risks, including no guarantee of returns, costs associated with selling and purchasing, and no assurance of liquidity which could impact their price and investor’s ability to sell, and possible loss of principal invested. Further, an investment in a single security could mean lack of diversification and, consequently, higher risk. Past performance of a security does not guarantee future results or returns. You should not invest any funds in which you require the ability to withdraw, cash-out, or liquidate within a certain period of time. Market volatility and volume may delay systems access and trade execution. There is always the potential of losing money when you invest in securities.

tZERO Securities does not give any financial, legal, tax, investment, or other advice. Certain transactions or investments give rise to substantial risks and are not suitable for all investors. Prior to the execution of any transaction or making any investment, you should consult your business advisor, attorney and tax and accounting advisors, as appropriate, with respect to the price, suitability, value, risk or other aspects of any security or other investment. With respect to any security available on Brokerage Platform, we urge you to carefully evaluate its appropriateness for your situation with your financial advisor if you deem appropriate. No reference to any specific security constitutes a recommendation to buy, sell or hold that security or any other security. No reference to a security constitutes investment advice or offers any opinion with respect to the suitability of any security, and approval of your Account should not be taken as advice to buy, sell or hold any security. These are sophisticated investments with inherent risks and should not be made by anyone who cannot afford to risk their entire capital contribution. You should not use the Services as the primary basis for any investment or financial decision. This risk disclosure is not intended as a substitute for professional legal, tax or financial advice.

Pricing and other information generated through the use of the Services or Brokerage Platform made available herein may not reflect actual prices or values that would be available in the market at the time provided or at the time that the user may want to purchase or sell a particular security or other instrument. Prices and other market data are subject to change at any time. Prices and availability are indicative only and subject to change without notice. The information and services provided by tZERO Securities are not provided to and may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory or self-regulatory organization or clearing organization or where tZERO Securities is not authorized to provide such information or services.

Digital Securities include types of financial instruments that meet the definition of “security” under US federal securities laws. With respect to secondary trading, you may trade two types of Digital Securities through your Account: (1) digitally enhanced securities or (2) digital asset securities.

### *Digitally Enhanced Securities*

A digitally enhanced security is a traditional, uncertificated security that is issued, cleared, traded, transferred, settled and custodied in the same manner as other uncertificated securities that are not “digitally enhanced”.

The term “digitally enhanced” refers to the technology elements that have been added to the security – to provide features investors may find useful to enhance transparency without impacting the conventional structure of uncertificated securities as currently handled every day by the current market system. Specifically, the digital enhancement allows for the creation of a digital courtesy carbon copy of the conventional, official stock register and/or record of beneficial ownership of a digitally enhanced security that is viewable on a publicly available distributed ledger. This courtesy carbon copy is provided solely as a convenience to investors and has no controlling effect for securities or corporate law purposes. The conventional, official stock record and beneficial ownership records for a digitally enhanced security govern all transactions and ownership of the securities in all circumstances. We believe the distributed ledger technology employed for digitally enhanced securities enhances the investor ownership experience and provides transparency, without impacting the traditional protections served by regulated market participants. However, to the extent that the conventional, official ownership records and the “courtesy carbon copy” for any particular digitally enhanced security are not synchronized, there could be a delay while an issuer corrects any such inconsistencies, and such inconsistencies may cause investors confusion with respect to their holdings of such digitally enhanced security which could adversely affect the liquidity for, and market value of, such digitally enhanced security. Additionally, the record of ownership of each digital wallet address will be available to the general public and it may

be possible for members of the public to determine the identity of the record holders of certain digitally enhanced securities. Although the record of ownership included in the blockchain is a non-controlling "courtesy carbon copy" of the records maintained by each issuer's SEC-registered transfer agent, it will be made publicly available. The publicly available information will be pseudonymized and include the digital wallet address of each holder of record and the security position information of such holder of record and the entire history of debits and credits to the relevant security position information of each digital wallet address, but it will not include any personal identifiable information. As a result, it may be possible for members of the public to determine the identity of the record holders of certain wallet addresses based on the publicly available information in the courtesy carbon copy, as well as other publicly available information, including any ownership reports required to be filed with the SEC (if any).

**You agree that we may provide certain information relating to your security holdings to issuers or their transfer agent in connection with an issuer's maintenance of the "courtesy carbon copy" described above.**

Digitally enhanced securities may be custodied by tZERO Securities (i.e. the Clearing Firm Custody Model) or by you with a third-party Custodian (i.e. the Customer-Self Custody Model). **tZERO Securities and its affiliates do not guarantee or otherwise have responsibility for settling the trades in the self-custody model.**

### *Digital Asset Securities*

A digital asset security is a security that is issued and/or transferred using distributed ledger or blockchain technology. Digitally asset securities shall only be custodied by you with a third-party Custodian (i.e. the Customer-Self Custody Model). **tZERO Securities and its affiliates do not guarantee or otherwise have responsibility for clearing and settling the trades in the self-custody model.** The risks associated with each digital asset security that you custody may vary based on how such digital asset security is programmed and the technology utilized. Certain risks specifically associated with digital asset securities include:

- There have been instances of fraud, theft, and loss with respect to the custodianship of digital asset securities.
- There is not established infrastructure or established processes to reverse or cancel mistaken or unauthorized transactions in digital asset securities. Most blockchains record transactions between two parties in a verifiable and permanent way, referred to as "immutability." Therefore, you may not be able to un-wind or reverse any transaction in digital asset securities.
- You or your Custodian could be victimized by fraud or theft, you or your Custodian could lose a "private key" necessary to transfer your digital asset securities, or if your digital asset security is transferred to an unintended wallet address you may

lose the ability to reverse a fraudulent or mistaken transaction.

- In addition, malicious activity attributed to actors taking advantage of potential vulnerabilities that may be associated with distributed ledger technology and its associated networks could render you or your Custodian unable to transfer your digital asset securities.
- Securities custodied by you with a Custodian are subject to the asset protection regimes applicable to such Custodian and thus the protections afforded to securities customers under Securities Investor Protection Act may not apply. **If you have any questions relating to the protection of the cash and/or securities you have on deposit with a Custodian, please reach out to your Custodian.**

**tZERO Securities is not a digital asset wallet provider, digital asset custodian or blockchain administrator and will play no role in the distributed ledger or blockchain technology applicable to any digital asset securities in your Custodian account. You should carefully review the security measures of your Custodian and any third-party provider assisting you with the technical and security management of your digital asset securities.**

#### *Digital Security Liquidity*

Digital Securities may only be or become available for trading on the ATS, an alternative trading system operated by us, which has limited volume and the depth and liquidity of that market and the ability to sell these securities may be limited. An increase in trading volume on the ATS may cause the trading venue to not function properly. In these cases, any technological malfunction, due to increased trading volume, cyber-attacks, external security breaches or otherwise, of the ATS may adversely affect your ability to execute trades and trading of a certain security may even be suspended. The number of shares of a particular Digital Security traded on the ATS may be very limited, making the market price more easily manipulated than is the case with respect to securities that are traded in greater volume on deeper and more liquid ATS. The ATS is not a stock exchange and has no “listing requirements” for issuers or for the securities traded although it may, in its sole discretion, trade any security, following reasonable due diligence, that meets the trading qualifications of the ATS.

#### *Private Securities*

The securities (“**Private Securities**” and each a “**Private Security**”) offered or available for trading on the Brokerage Platform, including Digital Securities, may have been issued in an offering exempt from registration under the Securities Act of 1933 (the “**Securities Act**”) by an issuer that is not a “reporting company” subject to the reporting requirements of the

Securities Exchange Act of 1934 (the "**Exchange Act**"). Investing in Private Securities is not suitable for all investors. **An investment in Private Securities can be highly speculative and involve a high degree of risk.**

No governmental agency has reviewed the offerings of Private Securities and no state or federal agency has passed upon either the adequacy of the disclosure for such securities contained on the Brokerage Platform or the fairness of the terms of any offering of Private Securities. The exemptions relied upon for such offerings are significantly dependent upon the accuracy of the representations of the investors to be made to the issuer in connection with the offering. In the event that any such representation proves to be untrue, the registration exemptions relied upon by the issuer in selling the securities might not be available and substantial liability to the issuer would result under applicable securities laws for rescission or damages.

The market for Private Securities is less liquid than the market for national market securities or exchange traded securities. You may also have access to limited or no information about a Private Security and its issuer (see "*Issuer Disclosure Statements*" below). Certain Private Securities may have restrictions on the resale of the securities you purchase and your ability to transfer securities you purchase under applicable law.

You understand that you are solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in your Account including mergers, reorganizations, stock splits, name changes or symbol changes and dividends. You further understand that certain securities may grant you valuable rights that may expire unless you take specific action. These securities may include equities and investment contracts and securities subject to exchange offers or tenders. You are responsible for knowing all expiration dates, redemption dates and the circumstances under which rights associated with your securities may be called, canceled or modified.

#### *Primary Offerings of Private Securities*

The offering price of Private Securities on the Brokerage Platform may bear no relationship to an issuer's assets, book value, historical results of operations or any other established criterion of value. The offering price should not be considered as an indication of any issuer's actual value or the value of any Private Security.

There may not be any public or private market for Private Securities, and there can be no assurance that any such market would develop in the foreseeable future. There is, therefore, no assurance that Private Securities can be resold near the offering price or at all. You will be required to represent that you are acquiring certain Private Securities for an investment and not with a view to distribution or resale, that such securities are not freely transferable



and, in any event, that you must bear the economic risk of an investment in such securities for an indefinite period of time because the securities have not been registered under the Securities Act or applicable state Blue Sky or securities laws. **Private Securities cannot be resold unless they are subsequently registered or an exemption from registration is available.**

**There may be active trading market for the Private Securities being offered and no market may develop in the foreseeable future for any such securities.** Further, there can be no assurance that the issuer will ever consummate a public offering of any Private Securities. Accordingly, investors must bear the economic risk of an investment in Private Securities for an indefinite period of time. Even if an active market develops for such securities, there may be further restrictions on trading such Private Securities. For example, Rule 144 promulgated under the Securities Act ("**Rule 144**"), which provides for an exemption from the registration requirements under the Securities Act under certain conditions, requires, among other conditions, for resales of securities acquired in a nonpublic offering to be exempt from having to satisfy such registration requirements, a six-month holding period following acquisition of and payment in full for such securities assuming the issuer of such securities has filed periodic reports with the SEC under the Exchange Act for a period of 90 days prior to the proposed sale. If the issuer of such securities has not made such filings, such securities will be subject to a one-year holding period before they can be resold under Rule 144. There can be no assurance that any issuer will fulfill any reporting requirements in the future under the Exchange Act or disseminate to the public any current financial or other information concerning the issuer, as is required by Rule 144 as part of the conditions of its availability.

Accordingly, you should be prepared to hold any Private Securities acquired in such offerings indefinitely and you cannot expect to be able to liquidate any or all of your investment even in case of an emergency. In addition, any proposed transfer must comply with restrictions on transfer imposed by the issuer and by federal and state securities laws. The issuer may permit the transfer of such securities out of a subscriber's name only when his or her request for transfer is accompanied by an opinion of counsel reasonably satisfactory to the issuer that neither the sale nor the proposed transfer results in a violation of the Securities Act or any applicable state securities or "blue sky" laws.

**THERE CAN BE NO ASSURANCE THAT ANY ISSUER WILL EVER FILE A REGISTRATION STATEMENT TO REGISTER SUCH SECURITIES, THAT SUCH REGISTRATION STATEMENT WILL BECOME EFFECTIVE, OR THAT ONCE EFFECTIVE, SUCH EFFECTIVENESS WILL BE MAINTAINED.**

### *Offering Materials*

The offering materials on the Issuance Platform for each security is solely the product of the issuer and not of tZERO Securities. Such offering materials are not personalized in any way

or tailored to reflect your personal financial circumstances or investment objectives, and does not constitute a recommendation to purchase, sell or hold any security or as an endorsement of such security. You should not consider the availability of any offering materials as a recommendation to you of any particular security or investment strategy. Offering materials should only be considered current as of their publication date. No tZERO Party has undertaken any duty to update any offering materials for any security. Offering materials are not intended to provide tax, legal or investment advice.

Issuers of Private Securities may not have the internal control infrastructure that would meet the standards of a public company, including the requirements of the Sarbanes Oxley Act of 2002. Privately held companies are not subject to the Sarbanes Oxley Act of 2002. There can be no guarantee that there are no significant deficiencies or material weaknesses in the quality of such issuers' financial and disclosure controls and procedures.

You covenant and agree that you will not hold any tZERO Party liable in any way for any inaccuracies, errors or omissions in any offering materials, or any loss or damage arising from or occasioned by any error or delay in the posting of any offering materials or any other cause beyond the reasonable control of a tZERO Party. The tZERO Parties shall further not be liable for any consequential, incidental, special or indirect damage (including but not limited to lost profits, trading losses and damages) that may result from use of information contained in Issuer Disclosure Statements or for omissions or inaccuracies of the information contained in them.

### *Issuer Disclosure Statements*

Following a primary offering, issuers of Private Securities may prepare disclosure statements, which include descriptions of the issuer's business, the terms of the Private Security, financial statements and other information related to the issuer and the Private Security ("**Issuer Disclosure Statements**"). In cases where the issuer of a Private Security provides tZERO Securities with an Issuer Disclosure Statement, tZERO Securities will make such Issuer Disclosure Statement available to its customers on its public webpage or password protected web application. By accessing any Issuer Disclosure Statement, you acknowledge and agree that:

- such Issuer Disclosure Statement is solely the product of the Issuer and not of tZERO Securities;
- such Issuer Disclosure Statement is not personalized or in any way tailored to reflect your personal financial circumstances or investment objectives, and does not constitute a recommendation to purchase, sell or hold any security or an endorsement of such security;
- you will not consider the availability of an Issuer Disclosure Statement as a recommendation to you of any particular security or investment strategy;
- under no circumstances should any information contained in an Issuer Disclosure Statement be construed as an offer to sell or the solicitation of an offer to purchase any security;
- Issuer Disclosure Statements should only be considered current as of their publication

- date;
- neither tZERO Securities, nor its Affiliates, have undertaken any duty to update any Issuer Disclosure Statement;
  - Issuer Disclosure Statements are not intended to provide tax, legal or investment advice;
  - you will not hold tZERO Securities or any of its Affiliates liable in any way for (1) any inaccuracies, errors or omissions in an Issuer Disclosure Statement, or (2) any loss or damage arising from or occasioned by (a) any error or delay in the posting of any Issuer Disclosure Statement, (b) any other cause beyond the reasonable control of tZERO Securities or its Affiliates or (c) failure of an Issuer to provide an Issuer Disclosure Statement; and
  - tZERO Securities shall further not be liable for any consequential, incidental, special or indirect damage (including but not limited to lost profits, trading losses and damages) that may result from use of information contained in Issuer Disclosure Statements or for omissions or inaccuracies of the information contained in them.

### *Online Investing*

Despite our best efforts, computer glitches, slowdowns, and crashes will occur. We also may need to restrict access at various times to some parts or all of the Brokerage Platform, including the Brokerage Platform, to perform maintenance. While it is our intention that the Platform will be available seven days a week except when maintenance is scheduled, you understand that we do not guarantee that you will always be able to access our Platform. Computer problems can arise on your end, our end, or anywhere in between. You agree that we are not responsible for any losses or liabilities that may occur as a result of computer, telecommunications, or Internet failures, regardless of the cause.

### **Permitted Jurisdictions**

tZERO Securities is not licensed or authorized to operate in any jurisdiction other than the United States of America and some of its associated territories ("**USA**"). Further, tZERO Securities does not have, maintain or represent that there are any authorized locations, offices, or other physical or presence in any jurisdiction other than the USA. Any and all marketing efforts regardless of medium, including but not limited to radio, print, television, and or internet advertising is directed solely toward customers and potential customers in the USA. As such, tZERO Securities does not advertise, solicit customers, attempt to induce business, or make any other efforts to attract customers or clients in any jurisdiction where tZERO Securities is not licensed or authorized to operate, and any advertisement or solicitation observed in any location other than the USA ("foreign jurisdictions") is not directed toward citizens or residents of that location ("foreign applicants"). If you are a resident, citizen, are currently present or otherwise domiciled in any foreign jurisdiction or anywhere tZERO Securities is not authorized to operate, tZERO Securities may accept your account application provided that the applicant understands and agrees that they were not solicited or otherwise induced by the Firm, its agents or employees to apply for an account. If you are foreign applicant you represent, warrant and agree that you will comply with all local laws related to your brokerage account with tZERO Securities and that tZERO Securities or its staff may not be legally authorized to provide services to foreign applicants. Foreign

applicants should further understand that funding may not be accepted in non-US dollars, and or from foreign bank accounts. tZERO Securities is not responsible for any customer's compliance with applicable law of its home jurisdiction.

Further you understand and agree that each primary offering on the Brokerage Platform may have its own selling restrictions with respect to investors residing in foreign jurisdictions, including with respect to an investor's net worth, financial assets or financial know-how. If an offering circular requires that persons residing in your jurisdiction are a certain type of investor under local law, you certify and covenant that you meet such criteria.

By signing this Agreement, you represent, warrant and agree that any self-directed orders submitted to tZERO Securities will be made in compliance with applicable law in your home jurisdiction.

### **Disclosure of a Control Relationship with An Issuer**

Under Rule 2262, a member controlled by, controlling, or under common control with, the issuer of any security, shall disclose to a customer the existence of such control. tZERO Securities, LLC is controlled by or under common control with tZERO Group, Inc. (TZROP). In accordance with its terms, TZROP is only traded on the ATS, an alternative trading system operated by us.

### **Consent to Electronic Communications**

- You acknowledge and agree that tZERO Securities, will only provide account documentation, including statements, trade confirmations, notices, disclosures, regulatory communications (such as prospectuses, proxy solicitations and privacy notices), tax-related documents and any other information, documents, data and records regarding your Account, this Agreement and the agreements and disclosures governing the services delivered or provided to you by tZERO Securities, issuers of the securities or other property in which you invest and any other parties (collectively "**Account Documents**") in electronic form. tZERO Securities will electronically send you notices that transaction confirmations and account statements are available for download from on the Securities Platform as required by law or regulation. You agree to procure and maintain access to tZERO Securities' client website for delivery of such documents and agree to any terms and conditions governing the use of such website. **tZERO Securities and its affiliates are not responsible for delivering any documentation relevant to the relationship with your Custodian or the custody of Digital Securities or the clearance and settlement of trades.**
- You acknowledge that tZERO Securities' primary methods of communication with you include (A) posting information on the Brokerage Platform, (B) sending email(s) to your email address of record, and, to the extent required by law, and (C) providing you with notice(s) that will direct you to the Brokerage Platform, where you can read and print such information. Unless otherwise required by law, tZERO Securities reserves the right to post Account Documents on its Platform without providing notice to you. Further, tZERO Securities reserves the right to send Account Documents to your email address of record or via its Platform. You agree that all

Account Documents provided to you by any of the foregoing means is considered delivered to you personally upon being sent or posted by tZERO Securities, whether or not you receive or view it.

- Furthermore, at any time, you may request from us a paper copy of any record provided or made available electronically to you by us . You will have the ability to download and print documents we send to you through the Brokerage Platform immediately after the signing session and you may access them for as long as you have an active Account with tZERO Securities.
- You may request delivery from us of paper copies of Account Documents previously provided by us to you electronically by sending an email to: support@tzero.com and in the body of such request you must state your email address, full name, U.S. postal address and telephone number. We will bill you for any fees at that time, as disclosed in the **tZERO Securities Fee Schedule in Exhibit C** to this Annex. Regardless of your consent to electronic delivery, you agree that tZERO Securities may deliver communications relating to your Account by other means, which shall not affect your consent. You may, however, revoke or restrict your consent to electronic delivery of Account Documents at any time by notifying tZERO Securities in writing of your intention to do so. You also understand that you have the right to request paper delivery of any Account Document that the law requires tZERO Securities to provide you in paper form. tZERO Securities will not treat your request for paper copies as a withdrawal of your consent to electronic delivery of Account Documents. You understand that if you revoke or restrict your consent to electronic delivery of Account Documents or request paper delivery of same, tZERO Securities, in its sole discretion, may charge you a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to you electronically. You understand that neither your revocation or restriction of consent, your request for paper delivery, nor tZERO Securities' delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect.
- All email notifications regarding Account Documents will be sent to your email address of record, which you agree to maintain until you provide tZERO Securities with a new email address. You understand that email messages may fail to transmit promptly or properly, including being delivered to SPAM folders or otherwise being caught in SPAM filters. You further understand that it is your sole responsibility to ensure that any emails from tZERO Securities are not marked as SPAM. Regardless of whether or not you receive an email notification, you agree to check the tZERO Securities Platform regularly to avoid missing any information, including time-sensitive or otherwise important communication. If you authorize someone else to access the email account you have provided to tZERO Securities, you agree to tell them to share the Account Documents with you promptly, and you accept all risk that they will see your sensitive information, including Account Documents. You further understand that if you use a work email address or computing or communications device, your employer or other employees may have access to the Account Documents.

- Additionally, you acknowledge that the Internet is not a secure network and agree that you will not send any confidential information, including Account numbers or Login Information, in any unencrypted emails. You also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold the tZERO Securities Parties harmless for any such access regardless of the cause. You agree to promptly and carefully review all Account Documents when they are delivered and notify tZERO Securities in writing within five (5) calendar days of delivery if you object to the information provided (or other such time specified herein). If you fail to object in writing within such time, tZERO Securities is entitled to treat such information as accurate and conclusive. You should contact tZERO Securities to report any problems with accessing the Account Documents.
- To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic communication disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to email this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. If more than one individual has electronically acknowledged this Annex, their obligations under this Annex will be joint and several and identical to the obligations of joint account owners who have acknowledged this Annex. Further, by signing this Agreement, you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above.

### **Privacy Policy**

By entering into this Annex, you confirm that you can access and have read the tZERO's Privacy Policy available in Annex C to the Agreement and the tZERO Securities GLBA Privacy Notice available Annex C to the Agreement. You agree to the use and sharing of information as described in the Privacy Policy. You acknowledge and agree that the tZERO Parties may, from time to time, update the Privacy Policy and Privacy Notice the most recent version will be accessible on the Platform.

### **Disclosure of Information to Issuers**

Consistent with our Privacy Policy, we maintain the confidentiality of your Account information (including, but not limited to, your name, address, Account number, securities owned, cash balances and other personal information that we may have or that you have provided to us).

If you invest in a primary securities offering, all of your personal information will be disclosed to an issuer and/or its transfer agent as part of your investment in an issuer's security.

If you engage in secondary trading on the Brokerage Platform, we may release your Account and securities holding information in a particular security to the issuer of such security and/or the issuer's service providers. The issuer would be permitted to use your name and other information for corporate communications, marketing, preparation of tax reporting forms or for any other purpose. If an issuer of securities listed, or authorized for listing, on a national securities exchange ("listed securities") requests your Account and securities holding information in connection with its distribution of proxy materials to its shareholders, we are required to give them your information, unless you object. If you wish to object to the release of your information to issuers for listed securities, please email us at [support@tzero.com](mailto:support@tzero.com). If you do not object, we will provide that information to the issuer. By electronically signing this Agreement, you are permitting us to release your Account and securities holding information in a particular security to the issuer of such security and/or the issuer's service providers, subject to your objection rights for listed securities.

### **Escrow Agent Services**

In certain cases, an issuer of securities may engage us to act as their escrow agent for the primary offering of their securities. We may serve as the escrow agent for the primary securities offerings available on the Brokerage Platform. If we are serving as the escrow agent for the issuer of securities in a primary offering available on the Brokerage Platform, your funds will be sent to us and held on behalf of the issuer until an offering has closed or we have been directed by the issuer to return funds to you. Upon the closing of a primary offering, your funds will be sent to the issuer of the security you invested in as consideration for the shares you receive at closing. Funds sent to us when we are acting as escrow agent for an issuer are not held in your secondary trading account with us. They are held for the benefit of investors, on behalf of the issuer, until the closing of the applicable securities offering. We move these funds exclusively at the direction of the issuer.

### **Terms Governing Your Account**

By entering into this Agreement, you acknowledge and agree to be bound the following terms and conditions of this Annex:

#### *The Agreement*

1. This Annex sets forth the terms of your Account, including the terms upon which you may use the Brokerage Platform and any other Services we may provide to you. You agree to be bound by the terms of this Annex. By using our Services, you acknowledge that you understand the terms and conditions of this Annex, which govern all aspects of your relationship with tZERO Securities regarding your Account.
2. You understand that electronically signing this Agreement is the legal equivalent of manually signing this Agreement and that you will be legally bound by the terms and conditions of this Agreement in addition to those of this Agreement.

3. You will carefully read, understand and accept the terms and conditions of this Agreement before you use our Services. If you have any questions about any of the provisions in this Agreement, you will contact tZERO Securities at [support@tzero.com](mailto:support@tzero.com).
4. You understand that tZERO Securities may amend this agreement from time to time, with revised terms posted on the tZERO Securities website. You agree to check for updates to this Agreement, which we may revise from time to time. You understand that by continuing to maintain your securities brokerage Account or using the Service without objecting to any revised terms of this Agreement, you will be accepting the terms of the revised Agreement and will be legally bound by its terms and conditions.
5. If you request other services provided by tZERO Securities that require you to agree to specific terms and conditions electronically (through clicks or other actions) or otherwise, those terms and conditions will be deemed an amendment and will be incorporated into and made part of this Agreement.
6. You further understand that by electronically signing this Agreement, you have acknowledged that this Agreement contains provisions that limit the tZERO Parties' liability to you.

#### *Certifications*

7. If you are a natural person, you certify that (i) you are at least 18 years of age and have the required legal capacity and are authorized to enter into this Agreement and (ii) you are not employed by a broker-dealer or other employer whose consent is required to open and maintain the Account by regulation or otherwise, unless such consent has been provided to us.
8. If you are entity, you certify that (i) you are a validly formed entity and have the required legal capacity and are authorized to enter into this Annex pursuant to the requisite company documents and (ii) you are not an entity whose consent is required to open and maintain the Account by regulation or otherwise, unless such consent has been provided to us.
9. If you are an IRA custodian, you certify that all investments made through the Brokerage Platform are being made in accordance with Applicable Law, including, without limitation the Internal Revenue Code and all rules and regulations promulgated by the IRS. If you are an IRA custodian, you further acknowledge and agree that tZERO Securities does not, by acting as agent for the issuer or holding offering proceeds until it becomes clear whether an offering contingency is met, take custody or control over any assets of any IRA that subscribes to purchase securities through the Brokerage Platform.
10. You agree, represent and warrant that (i) you have full power and authority to agree to this Agreement, (ii) you have read and agreed to all terms and conditions in this Agreement and any other agreement presented to you as part of the Account opening process or in connection with managing your Account, (iii) you have truthfully and fully completed all the items in opening an Account and using our Services, (iv) you are opening an Account for investment purposes and not to disable or disrupt our operations or to engage in any abusive, improper, or illegal activity and you agree not



to take or engage in any such actions, (v) no one has any interest in the Account unless such interest is shown in the title of the Account; (vi) you have not been placed on the U.S. Department of Commerce's Denied Persons List, (vii) you are not identified as a "Specially Designated National" by the United States government, (viii) you will not access the Account if you have previously been prohibited from doing so by law or if any laws prohibit you from doing so and (ix) you are not insolvent.

11. You (and or any immediate member of your family) are not (and has not been during the past three months) a director, 10% beneficial owner, policy making officer or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company or of any other company whose securities are quoted on the tZERO Securities, unless you have so indicated to tZERO Securities, and you will notify tZERO Securities prior to your status as a non-"affiliate" changes.
12. When you open an Account with us, you further agree that we reserve the right to restrict your Account or to terminate your Account, in our sole discretion at any time.
13. You do not intend for Accounts to be available to persons or entities in countries or jurisdictions that require you to obtain a registration or license (other than the United States and states or other jurisdictions that are part of the United States). If you are in such a country or jurisdiction, you are not authorized to and agree that you will not establish an Account. You may establish and utilize an Account only for lawful purposes and in accordance with this Agreement.
14. You acknowledge that the Service is subject to U.S. export restrictions and that you are not (i) located in any country that is subject to a U.S. Government embargo or has been designated by the U.S. Government as a "terrorist supporting country" or (ii) listed on any U.S. Government list of prohibited or restricted persons.
15. You agree to comply with all applicable international and national laws that apply to your Account, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.
16. You will at all times comply with U.S. securities laws and regulations, as well as any applicable State and Federal laws, including, but not limited to, U.S. efforts to fight the funding of terrorism and money laundering, and US PATRIOT Act and Bank Secrecy Act requirements.
17. You further understand that any fines and or penalties imposed on tZERO Securities as a result of a violation by you of any applicable securities regulation or law may, at tZERO Securities's discretion, be passed onto you; and you acknowledge and represent that you will be responsible for payment to tZERO Securities of such fines.
18. With respect to each Regulation CF offering, you represent and warrant that you (i) have reviewed the education materials on **Exhibit E** and understand that the entire amount of your investment may be lost, and you are in financial condition to bear the loss of your investment, (ii) understand that any person who promotes an issuer's offering for compensation, whether past or prospective, or who is a founder or an employee of an issuer that engages in promotional activities on behalf of the issuer on the Brokerage Platform, must clearly disclose in all communications on the Brokerage

Platform, respectively, the receipt of the compensation and that he or she is engaging in promotional activities on behalf of the issuer and (iii) understand that we are compensated by issuers by receiving a percentage of offering proceeds and up-front fees, we are also reimbursed for all expenses.

#### *Self-Directed Investments*

19. You understand and acknowledge that you are solely responsible for any and all self-directed investing made on the Brokerage Platform. Self-directed investing is based solely on your own investment decisions, and you are responsible for determining whether a security transaction or strategy is suitable for you. In such a case, you are solely responsible for evaluating the merits and risks associated with the use of any Content provided through the Service before making any decisions based on such Content.
20. You agree not to hold any tZERO Party or any third-party provider liable for any possible claim for damages arising from any decision you make based on the Content or other information made available to you through the Service or any third-party provider websites.
21. You acknowledge past performance data should not be construed as indicative of future results.

#### *Self-Directed Account; No Investment Recommendations; No Legal, Tax, or Accounting Advice*

22. You understand and acknowledge that tZERO Securities provides self-directed investors with brokerage services and that neither tZERO Securities nor tZERO Parties will provide any investment recommendations in connection with your Account, nor does tZERO Securities give advice or offer any opinion with respect to the suitability, profitability or appropriateness for you of any security, account type, investment, financial product or investment strategy. You understand and acknowledge that your account is self-directed, you are solely responsible for any and all orders placed in your Account, based solely on your own investment decisions, and you are responsible for determining whether a security transaction or strategy is suitable for you. All transactions will be done only on your order or the order of your authorized delegate, except as otherwise provided in this Agreement. You are solely responsible for evaluating the merits and risks associated with the use of any Content provided through the Service before making any decisions based on such Content. You agree not to hold tZERO Securities or any third-party provider liable for any possible claim for damages arising from any decision you make based on the Content or other information made available to you through the service or any third-party provider websites. Past performance data should not be construed as indicative of future results. You further acknowledge and agree that neither tZERO Securities nor any of its Affiliates, employees, agents or representatives (1) solicit orders or (2) make discretionary trades. To the extent Issuer Disclosure Statements, offering materials, Content or similar information are available through the Platform, you understand that

those materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any securities transactions or to engage in any investment strategy. You further acknowledge that tZERO Securities will not provide you with any investment, legal, tax, or accounting advice, that its employees are not authorized to give any such advice, and that you will not solicit or rely upon any such advice from tZERO Securities or its employees whether in connection with transactions in or for any of your Accounts or otherwise. **We strongly recommend you seek independent financial, tax, accounting and/or legal advice before investing and before each investment, as you deem appropriate. We do not provide you financial, tax, accounting and/or legal advice.**

23. You further understand that certain securities may grant you valuable rights that may expire unless you take specific action. These securities include equities, investment contracts, bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders. You are responsible for knowing all expiration dates, redemption dates and the circumstances under which rights associated with your securities may be called, canceled or modified.
24. Neither the tZERO Parties nor third-party providers shall be obligated to update Content or opinions regarding any company or any security.
25. You understand that you are solely responsible for knowing the rights and terms for all securities purchased through your Account.

#### *Current and Accurate Account Information*

26. The information you have provided to tZERO Securities is current, accurate, truthful, and complete. You agree to notify tZERO Securities of any change to the information provided to tZERO Securities promptly. You agree to indemnify (and each of you, if this is a joint account) and hold the tZERO Parties harmless from and against any and all losses arising out of or relating to your failure to provide true and accurate information to tZERO Securities or to update such information.
27. You acknowledge that the rules of the SEC require that certain communications be sent to you rather than to an agent acting on your behalf. You warrant that the address specified by you is an address where you personally receive communications unless it is the address of a qualified custodian as defined by the SEC. If tZERO Securities becomes aware of a change of your postal address through notification from the Postal Service or otherwise, tZERO Securities may update its records accordingly; however, tZERO Securities has no obligation to you to update your mailing address unless you have personally notified tZERO Securities of the address change.
28. You further represent and warrant that you and any other individuals who sign on behalf of the named Account holder have the authority to open the Account and effect all transactions and other investments for the Account. If you are entering into this Annex on behalf of another person or Entity or as a guardian, executor or trustee, you further represent that you have the authority to execute the Agreement on behalf of the other person or Entity and that the other person or entity is duly authorized to conduct business in the jurisdiction from which it transacts business.

29. You understand that, pursuant to FINRA regulations, tZERO Securities is authorized to contact the Trusted Contact Person (as defined by FINRA Rule 4512) for Specified Adults designated for your Account and to disclose information about your account to address possible financial exploitation, to confirm the specifics of your current contact information, health status or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by Rule 2165.
30. You understand that communications may be sent to you at your current address, which is on file at tZERO Securities, or at such other address as you may hereafter give tZERO Securities in writing, and all communications, so sent, whether by mail, email, messenger, or otherwise, shall be deemed given to you personally, whether actually received or not.

### *Account Types*

31. We offer many different account types, including individual and joint accounts, individual corporate, LLC, trust and partnership accounts. Account types may be subject to certain restrictions and eligibility requirements, and certain services are not available to all customers and account types. You are responsible for selecting the account type that is appropriate for your needs. Regardless of the governing law provisions of this Agreement concerning the contractual obligations of the parties under the Account, the legal ownership of your Account shall be governed by and interpreted under the internal laws of your state of residence.

### *Joint Accounts*

32. If your Account is maintained in the name of two or more persons, each Account Holder agrees to be individually and jointly liable for all obligations under this Agreement. Each authorized user will have equal authority, acting individually and without notice to any other account owner(s), to give instructions to invest in security offerings, and to communicate with our staff with regard to the Account as fully and completely as if each account owner alone were interested in the Account. You authorize us to follow the instructions of any Account Holder and to deliver funds, securities, or other assets in accordance with any authorized user's instructions, even if such deliveries and/or payments shall be made to any account owner personally, and not for the joint Account. We are not responsible for determining the purpose or propriety of any instruction we receive from any account owner or authorized user or for the disposition of payments or deliveries among joint account owners. Any notice we send to one account owner will be deemed to be notice to all account owners. At any time, we may, at our sole discretion, require joint or collective action by all account owners.
33. You authorize us, at our sole discretion, to do any one or more of the following: (i) select which instructions to follow; (ii) suspend all activity in the joint Account, except

upon further written instructions signed by all of you or upon instructions of a court; (iii) close the joint Account and send any and all assets by ordinary mail or other means to the address of record; or (iv) file an interpleader action, in which event we shall be entitled to recover all costs including reasonable attorneys' fees in an amount set by the court. Filing an interpleader action, however, will not serve as a waiver of our right to arbitration.

34. If upon the death of one or more of the account owners, we cannot determine to our satisfaction the proper distribution of property from a joint Account, we may, at our sole discretion, freeze the Account indefinitely pending a satisfactory resolution or final decision of an arbitrator or court having jurisdiction over the matter. Laws governing joint ownership of property vary from state to state. You are responsible for verifying that the joint registration you select is valid in your state. Generally, however, for joint tenants with rights of survivorship, in the event of the death of any of the tenants, the entire interest in the joint Account shall be vested in the surviving joint tenant(s) on the same terms and conditions. For tenants in common, the interest in each tenancy shall be equal unless specified otherwise and in the event of the death of any of the tenants in common, the interest in their share of the tenancy shall vest in the decedent's legal representative. State laws regulating community property vary. If you designate your Account as a community property account, we will treat all property in the Account and any proceeds in the Account as community property. You should consult your personal legal advisor regarding the community property laws of your state of residence.

### *Trusts*

35. If this Agreement is entered into by you as Trustee, you represent that investments for the Account are within the scope of the investments authorized by such Trustee's power to delegate under the governing instruments and/or laws, and that you are duly authorized to enter into this Annex. You also agree to advise us of any event which might affect your power or authority as Trustee or the property subject to this Annex.

### *Account Login; Your Devices*

36. During the Account creation process, you will be asked to provide your e-mail address, which you will use as your username for your Account. You will also be required to create a password, which, together with your username and any personal identification numbers or biometric or other unique login information, will be referred to as your **"Login Information."** You agree that the following rules govern the security of your Login Information:
- a. subject to the terms of this Annex, you will not share your Account or your Login Information, nor let anyone else access your Account; other than those individuals authorized to access and transact business on behalf of the Account;

- b. you will not commit any acts or omissions that might jeopardize the security of your Account;
  - c. you shall immediately notify tZERO Securities and modify your Login Information if you become aware of or reasonably suspect (i) any loss, theft or unauthorized use of your Login Information or Account, (ii) any failure by you to receive any communication from tZERO Securities indicating that an order was received, executed or canceled, as applicable, (iii) any failure by you to receive an accurate written confirmation of an order, execution or cancellation, (iv) any receipt by you of confirmation of an investment or other action that you did not place, (v) any inaccurate information in or relating to Account history or (vi) any other unauthorized use or access of your Account or any other breach of security, including any loss, theft, or unauthorized disclosure of your Login Information (collectively, "**Fraudulent Events**");
  - d. you are solely responsible for maintaining the confidentiality of your Login Information, and you will be responsible for all uses of your Login Information and Account, including purchases, whether or not authorized by you; and
  - e. you are responsible for any activities associated with your Account and agree that all acts and omissions associated with your Account will be treated as if they are your own acts and omissions.
37. The use and storage of any information, including your Account numbers, Login Information, portfolio information, transaction activity, Account balances and any other information or orders available on your wireless, web-enabled cellular telephone, tablet or similar wireless communications device or your personal computer (collectively, "**Your Devices**") is at your own risk and is your sole responsibility. You represent that you are solely responsible for and have authorized any orders or instructions appearing in, originating from Your Devices or associated with your Account, your Account number or Login Information.
38. You agree to notify tZERO Securities immediately after you reasonably suspect or discover any Fraudulent Event, but in no event more than 24 hours following such discovery or reasonable suspicion. Upon request by tZERO Securities, you agree to report any Fraudulent Event promptly to legal authorities and provide tZERO Securities a copy of any report prepared by such legal authorities. You agree to cooperate fully with the legal authorities and tZERO Securities in any investigation of any Fraudulent Event and to complete any required affidavits, declarations, forms or other documentation promptly, accurately and thoroughly.
39. You also agree to allow tZERO Securities access to Your Devices and your network in connection with tZERO Securities's investigation of any Fraudulent Event. You understand that if you fail to do any of these things, you may encounter delays in regaining access to your Account. You agree to indemnify (and each of you, if this is a joint account) and hold the tZERO Parties harmless from and against any losses arising out of or relating to any actual or alleged Fraudulent Event. You acknowledge that tZERO Securities does not know whether a person making investments with your

Login Information is you.

### *Account Preferences*

40. You understand and agree that your Account comes with many default service instruction features and preferences. Please contact support@tzero.com if you have any questions regarding your Account preferences.

### *Digitally Enhanced Securities - Clearing Firm Custody Model*

41. By opening up an Account with tZERO Securities to trade digitally enhanced securities, you agree to the following terms:
- a. You understand that tZERO Securities will act as your broker-dealer that opens an Account on your behalf and will carry the Account and clear and settle your transactions. As your clearing and carrying broker-dealer, tZERO Securities custodies the funds and securities in your Account, and clears and settles your securities transactions effected for that Account. You understand and agree that proceeds of sale transactions and dividends paid will be reported to the Internal Revenue Service ("**IRS**") in accordance with applicable law and when applicable you appoint tZERO Securities as your withholding agent for certain taxes related to transactions you effect through your Account. tZERO Securities will electronically deliver or make available confirmations, statements and all written or other notices with respect to your Account directly to you and will look directly to you for delivery of payments or securities. You (and each of you, if this is a joint account) agree to indemnify and hold tZERO Securities and its officers, directors, agents, partners, employees, licensors, distributors and representatives harmless from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided tZERO Securities has acted in accordance with the above. You further agree that tZERO Securities shall be entitled, but not obligated, to act upon any oral instructions given by you so long as tZERO Securities reasonably believes such instruction was actually given by you or your authorized agent.
  - b. You agree that when you place an order you will pay the prevailing market price at the time such order is executed.
  - c. You agree that, if after demand, you fail to pay for a securities transaction, cure a negative Account balance or pay any other indebtedness owed to tZERO Securities, tZERO Securities may close your account and liquidate the assets in your Account in an amount sufficient to pay your indebtedness. The reasonable costs of collection of the debit balance and any unpaid deficiency in your Accounts, including attorney's fees incurred by tZERO Securities, shall be reimbursed by you to tZERO Securities.
  - d. You understand that all open orders may be reviewed after 30 days. In the event that tZERO Securities is unable to confirm with you that the order is still good, tZERO Securities may, at its discretion, cancel it. Notwithstanding the foregoing, you understand tZERO Securities retains the discretion to cancel any of your open orders at any time.

- e. You appoint tZERO Securities as your agent for the purpose of carrying out your directions with respect to the purchase or sale of securities. All transactions will be executed only on your order or the order of your authorized representative, except as provided by this Agreement or otherwise agreed to. As your agent, you authorize tZERO Securities to establish relationships with clearing brokers and to appoint and use sub-agents. To carry out its duties, tZERO Securities is authorized to open or close brokerage accounts, place and withdraw orders, receive copies of confirmations and statements of account and take such other steps as are reasonable to carry out your directions. tZERO Securities may, in its sole discretion and without prior notice to you, refuse, cancel or restrict your orders. tZERO Securities shall not be liable in connection with entering, executing, handling, selling, or purchasing securities or orders for your Account except for willful misconduct on tZERO Securities' part.
- f. You agree to promptly return to tZERO Securities any assets erroneously distributed to you. If you sell a security prior to its dividend/distribution date and receive the related cash/stock dividend or distribution in error, you direct tZERO Securities on your behalf to pay that dividend/distribution to the entitled purchaser of the securities you sold, and you guarantee to promptly reimburse tZERO Securities for, or deliver to tZERO Securities, that dividend or distribution.
- g. Unless otherwise agreed in a margin agreement, tZERO Securities will require full payment or an acceptable deposit prior to the acceptance of any order. Deposits may take up to two business days to be available in your Account. For more information on funds availability, please see **Exhibit D**. tZERO Securities may restrict your ability to withdraw funds represented by a check or other instrument or to apply such funds in settlement of a transaction.
- h. All securities and other property held in any of your Accounts, including Accounts in which you have an interest, shall be subject to a general lien for discharge of all your indebtedness and other obligations to tZERO Securities. Such securities and other property shall be held as security for payment of any liability or indebtedness you may incur in any Account with tZERO Securities.
- i. In connection with enforcing tZERO Securities' lien, perfected security interest or right of set-off, tZERO Securities may, at any time and without giving you prior notice, use, transfer or liquidate any or all of your cash or securities in any of your Accounts in order to satisfy a debt or any other obligation you may have to tZERO Securities in your Accounts, and tZERO Securities reserves the right to determine at its discretion which securities and other property are to be sold and/or purchased in enforcement of its liens. Such use, liquidation or transfer may occur without regard to whether tZERO Securities has made any advances in connection with such cash or securities and without regard to the number of Accounts you may have with tZERO Securities. Circumstances that may require the liquidation of an Account include but are not limited to your failure to pay for securities purchased or failure to deliver securities in good form, the filing of a petition of bankruptcy by or against you, the appointment of a receiver by or against you, an attachment levied against any account of yours or any account in which you have an interest, or your death. You are responsible for costs, commissions and losses arising from any actions tZERO



Securities takes to liquidate or close transactions in your Account due to your failure to pay for transactions and/or to deliver securities in good form.

- j. Included within tZERO Securities' right to liquidate, tZERO Securities shall have the sole discretion to determine which securities and cash are to be sold or which contracts are to be closed without regard to any tax or other consequences you may face as a result of such actions. In the event of a breach or default by you under this Agreement, tZERO Securities maintains all of the rights and remedies available to a secured creditor under all applicable laws, in addition to the rights and remedies provided in this Agreement.
- k. You agree to indemnify and hold the tZERO Parties harmless from and against any losses or expenses incurred in connection with the exercise of tZERO Securities' right to liquidate under this Agreement or any other remedies available to tZERO Securities, including attorneys' fees and reasonable costs of collection.
- l. The purchase and sale of securities are settled on "settlement date." Securities may settle real-time or up to two business days after a trade is executed. You therefore agree to pay tZERO Securities for all securities purchased by the settlement date and to deliver securities sold in good deliverable form by settlement date. Unless you make other arrangements, tZERO Securities may use available funds and securities in your Account to settle a transaction. Federal securities regulations require tZERO Securities to liquidate a transaction or an Account in the event of a failure to pay for a transaction or a failure to deliver securities in good deliverable form. You agree to be fully liable for any and all brokerage commissions, fees and applicable taxes due to tZERO Securities in connection with transactions effected by you in your Account. All checks must be made payable to tZERO Securities, LLC. All securities must be endorsed to tZERO Securities upon delivery.
- m. You acknowledge that tZERO Securities cannot be held responsible for losses if tZERO Securities sells any of your securities or cash in the event of termination, even if liquidation or distribution would cause taxable consequences to you, or for the tax consequences of liquidating assets or distributing them to you.
- n. You understand and agree that the securities and other property in your Account may be transferred to the appropriate state if tZERO Securities is unable to contact you by mail or e-mail and no activity has occurred in the account within the time period specified by state law.
- o. The proceeds of sale transactions and dividends paid will be reported to the IRS in accordance with applicable law. Unless otherwise agreed in a margin agreement, tZERO Securities will require full payment or an acceptable deposit prior to the acceptance of any order. Deposits may take up to two business days to be available in your account. For more information on funds availability, please see **Exhibit D**. tZERO may restrict your ability to withdraw funds represented by a check or other instrument or to apply such funds in settlement of a transaction.
- p. You understand and agree that any order you submit for execution through tZERO Securities will be displayed, anonymously, on the tZERO Securities, or such other ATS to which tZERO Securities may route your orders in the future.

## Digital Securities - Customer Self-Custody Model

42. By opening an Account with tZERO Securities to trade Digital Securities custodied by you with a Custodian, you agree to the following terms:

- a. You understand that tZERO Securities will act as your broker-dealer that opens an Account on your behalf solely for the purpose of submitting orders on your behalf to tZERO Securities for execution. You are solely responsible for opening a custodial account with a Custodian, which tZERO Securities has established connectivity to, at which you directly custody cash and/or securities. Neither tZERO Securities or any of their respective Affiliates will hold or exercise any control over money and/or securities custodied by you in your Custodian account. You understand that your Custodian is responsible for the clearing and settling transactions in Digital Securities executed on tZERO Securities but is not otherwise responsible for the conduct of tZERO Securities. You understand that your Custodian is not a third-party beneficiary of this Agreement and your customer relationship with your Custodian is completely independent of your relationship with tZERO Securities. **tZERO Securities and its Affiliates do not guarantee or otherwise have responsibility for clearing and settling the trades executed on tZERO Securities involving Digital Securities custodied by you with a Custodian.** You acknowledge and agree that tZERO Securities does not act as agent of your Custodian, and you will in no way hold tZERO Securities, any of tZERO Securities' Affiliates or any officer, director, employee or agent of tZERO Securities or a tZERO Securities Affiliate liable for any trading losses, losses incurred as a result of your Custodian failing to settle a trade or other losses that you incur.
- b. You agree that when you place an order you will pay the prevailing market price at the time such order is executed.
- c. You agree that each time an order to transact in Digital Securities is submitted to tZERO Securities, (a) you are responsible for simultaneously sending conditional settlement instructions to your Custodian, which will notify it of the open order you placed with tZERO Securities and instruct it to settle the transaction upon its receipt that a trade has been executed and (b) you authorize tZERO Securities to confirm you have sufficient cash or securities in your Custodian account for your Custodian to settle the transaction. You agree and acknowledge that tZERO Securities will cancel your order if your Custodian does not confirm you have sufficient cash or securities for your Custodian to settle a transaction in Digital Securities. If a trade is executed and fails to settle, you must look solely to your Custodian. Neither tZERO Securities nor any of its Affiliates participates in or has any responsibility for clearing and settling trades in Digital Securities executed on tZERO Securities.
- d. You appoint tZERO Securities as your agent for the purpose of carrying out your directions with respect to placing orders for the purchase or sale of Digital Securities. To carry out its duties, tZERO Securities is authorized to open or close brokerage accounts, place and cancel orders and take such other steps as are reasonable to carry out your directions. tZERO Securities may, in its sole discretion and without prior notice to you, refuse, cancel or restrict your orders. tZERO Securities shall not be liable in connection with entering orders for your Account except for willful misconduct on tZERO Securities' part.

- e. In the event you become indebted to tZERO Securities in the course of operation of this Account, you agree that you will repay such indebtedness upon demand.
- f. You understand and agree that any order you submit for execution through tZERO Securities will be displayed, anonymously, on the tZERO Securities, or such other ATS to which tZERO Securities may route your orders in the future.

*Resales of Restricted Securities Under Section 4(a)(7) of the Securities*

43. Certain restricted securities may be available for trading on our platform in accordance with Section 4(a)(7) of the Securities Act. To be able view restricted securities available for trading and to submit orders to buy or sell restricted securities, you must be an “accredited investor” under Rule 501 of Regulation D of the Securities and agree to the following:

- a. If you are a natural person, you:
  - i. have a net worth over \$1 million, excluding your primary residence (individually or with your spouse or partner) (your “net worth,” is equal to your assets exceeding minus liabilities. You should exclude (i) the estimated fair market value of your primary residence (*i.e.* the house you live in), and (ii) the amount of any indebtedness secured by your primary residence from this calculation (*i.e.* your mortgage), except (i) if the indebtedness secured by your primary residence exceeds the estimated fair market value of such residence, then the excess should be treated as liability and (ii) if you increased the amount of indebtedness secured by your primary residence in the last 60 days for any reason other than the purchase of your primary residence, then the increase should be included as a liability as well); or
  - ii. have individual income over \$200,000 or joint income over \$300,000 over the last two years and expect to have the same or greater income this year (your “income” is calculated by adding the following items to your adjusted gross income as computed for federal income tax purposes (but not including any amounts attributable to your spouse or property owned by your spouse): (i) any deductions for long-term capital gain or depletion, (ii) any exclusion of interest earned on tax-exempt bonds, (iii) any losses allocated from a limited partnership, (iv) amounts contributed to an IRA, 401(k) or retirement plan, and (v) alimony payments); or
  - iii. hold a valid Series 7, Series 65 or Series 82 license in good standing.
- b. If you are an entity, you are:
  - i. a bank, savings and loan association, insurance company, registered investment company, business development company, or small business investment company or rural business investment company;

- ii. an SEC-registered broker-dealer, SEC- or state-registered investment adviser, or exempt reporting adviser;
- iii. a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5 million;
- iv. an employee benefit plan (within the meaning of the Employee Retirement Income Security Act) if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;
- v. a tax-exempt charitable organization, corporation, limited liability corporation, or partnership with assets in excess of \$5 million;
- vi. a trust with assets exceeding \$5 million, not formed only to acquire the securities offered, and whose purchases are directed by a person who meets the legal standard of having sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of the prospective investment;
- vii. an entity of a type not otherwise qualifying as accredited that own investments in excess of \$5 million; or
- c. That you have not been solicited in any manner relating to the restricted securities on our Platform.
- d. That you, nor anyone acting on your behalf will engage, or has engaged, in any form of general solicitation or advertising with respect to the restricted securities on our Platform/
- e. You are not a “bad actor” under Rule 506(d).
- f. You will not enter an order related to an unsold allotment to, or a subscription or participation by, a broker or dealer as an underwriter of the securities.

#### *Clearly Erroneous Transactions*

44. You agree and acknowledge that, in its sole discretion, tZERO Securities may, at the request of a Subscriber or on its own initiative, determine to review any transaction executed on the ATS to assess whether the transaction is clearly erroneous. In rare cases, a trade may be unwound if it is deemed to be clearly erroneous. You agree that you have no recourse against tZERO Securities for unwinding a clearly erroneous transaction and tZERO Securities does not bear any market risk or loss for unwinding a clearly erroneous transaction. Following the unwinding of a clearly erroneous transaction, tZERO Securities shall return your cash or securities, as applicable, to your Account as if the trade did not occur. You agree tZERO Securities has no further obligations to you for taking such action.

#### *Accuracy of Confirmations*

45. Transactions entered into for your Account shall be confirmed in writing to you when required by applicable law or regulation. You agree that transactions on your statements and confirmations shall conclusively be deemed accurate, binding and authorized by you unless you notify tZERO Securities in writing within three (3) days of receipt for confirmations and ten (10) days of receipt for statements. Even if you have orally advised tZERO Securities of any inaccuracy or unauthorized activity, you must send written notice by an email to support@tzero.com of the believed inaccuracy to tZERO Securities. Failure to so notify tZERO Securities in writing will preclude you from asserting at a later date that such transaction was inaccurate or unauthorized. **tZERO Securities does not take any part in the preparation of confirmations or statements (if any) delivered to you by your Custodian.**

#### *Fees*

46. You are aware that this Account is subject to the **tZERO Securities Fee Schedule in Exhibit C** to this Annex. Fees may change without notice and any changes will be reflected in the tZERO Securities Fee Schedule. If you also have a Custodian account, your Custodian account may be subject to additional fees. **You should carefully read your separate and independent agreement with your Custodian for fees that may be applicable to your separate Custodian account or the clearance and settlement of Digital Securities.**

#### *Credit Reports*

47. You authorize tZERO Securities to make inquiries to consumer or credit reporting agencies, financial institutions, employers or any other source tZERO Securities believes necessary to verify your identity (as required under federal law). You also acknowledge and agree that tZERO Securities may provide information as to your performance under this Agreement to those agencies. You understand that, upon your written request, tZERO Securities will tell you whether tZERO Securities has requested a credit report and provide you with the name and address of the agency that furnished it.

#### *tZERO Securities Market Data*

48. tZERO Securities may choose to make the last print (transaction size and execution price), total daily trading volume, previous closing price, change in value from the last close (both as a percentage and nominal number), open price, high price, low price, best bid and offer with size (top-of-book) and all other aggregate bids and offers with size with respect to transaction executed on the tZERO Securities ("**tZERO Securities Market Data**") available to you through the Service pursuant to the terms and conditions set forth in this Agreement.
- a. You understand and acknowledge that tZERO Securities has a proprietary

interest in the tZERO Securities Market Data that originates on or derives from it. You agree not to reproduce, distribute, sell or commercially exploit the Market Data in any manner.

- b. You understand that tZERO Securities does not guarantee the timeliness, sequence, accuracy, completeness, reliability or content of tZERO Securities Market Data or of other market information or messages disseminated to you. You understand that tZERO Securities does not guarantee the timeliness, sequence, accuracy, completeness, reliability or content of market information or messages disseminated to or by any party. You understand that tZERO Securities does not warrant that the service provided by any such entity will be uninterrupted or error-free. Neither tZERO Securities, any of its Affiliates, their respective officers or employee shall be liable in any way for (a) any inaccuracy, error or delay in or omission of (i) any market data, information or message or (ii) the transmission or delivery of any such data, information or message or (b) any damages or injury arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such market data, information or message, whether due to any act or omission by tZERO Securities, any of its Affiliates, their respective officers or employees or to any Force Majeure Event.
- c. You agree not to furnish tZERO Securities Market Data to any other person or entity. If you receive tZERO Securities Market Data, you shall use Market Data solely for your individual use. You may not sell, lease, furnish or otherwise permit or provide access to the tZERO Securities Market Data to any other natural person or entity.
- d. You understand and acknowledge that at any time tZERO Securities may discontinue disseminating any category of tZERO Securities Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. tZERO Securities shall not be liable for any resulting liability, loss or damages that may arise therefrom.
- e. Except as may otherwise be set forth herein, tZERO Securities shall not be liable to you for indirect, special, punitive, consequential or incidental loss or damage (including but not limited to trading losses, lost profits or other indirect loss or damage) of any nature arising from any cause whatsoever, even if tZERO Securities has been advised of the possibility of such damages. tZERO Securities shall not be liable to you for any unavailability, interruption, delay, incompleteness or inaccuracy of tZERO Securities Market Data.

#### *Termination and Suspension*

- 49. You may terminate this Annex at any time by delivering written notice of termination to tZERO Securities, and tZERO Securities may terminate this Annex at any time by delivering written notice of termination to you.
- 50. You understand that any violation of U.S. securities regulations or other applicable laws will constitute a breach of this Agreement and may result in the immediate termination of this Annex by tZERO Securities.
- 51. Following any termination, suspension or deactivation of your Account or this Annex, you will continue to be bound by the terms and conditions of this Annex that by their

nature survive termination.

52. If tZERO Securities terminates or deactivates this Annex or suspends your access to your Account, you may not attempt to access or use or create any new Account, whether by agreeing to this Agreement again or otherwise, unless or until tZERO Securities has provided you with separate written permission to do so. Any attempt you may make to agree to this Agreement following termination, or during any suspension, is hereby rejected by tZERO Securities.

### *Disclaimers*

53. Neither tZERO Securities nor third-party providers guarantee the accuracy, timeliness, completeness or usefulness of any Content.
54. No oral or written information or advice given by tZERO Securities, its agents or representatives shall create a warranty.
55. You acknowledge and agree that the tZERO Parties do not guarantee the accuracy, completeness or correct sequencing of research reports and expressly disclaim all warranties, express or implied, with regard to the results to be obtained from their use, including any implied warranties of merchantability or fitness for a particular purpose and any implied warranties arising from a course of performance, a course of dealing or trade usage.

### *Survival*

56. You agree that the applicable provisions in this Agreement, including this Section, will survive any disabling of your Account.

### *Miscellaneous*

57. If any provision of this Agreement is deemed invalid, illegal or unenforceable by a court of competent jurisdiction or arbitrator, the invalidity, illegality or unenforceability of such provision shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect. You and tZERO Securities intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, you and tZERO Securities agree that if any provision is deemed unenforceable, it will be modified where possible to the extent necessary to make it enforceable, which may include its deletion. A waiver will only be binding on tZERO Securities if it is in a written document signed by tZERO Securities. No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision or a waiver of any other provision, and tZERO Securities' failure to assert any right under this Agreement or to enforce any provision of this Agreement shall not be deemed a waiver of such right or provision. You may not assign this Agreement or assign, transfer or sublicense your rights to access or use an Account without tZERO

Securities' written consent, and any attempt by you to do so is void. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors, heirs, trustees, administrators and permitted assigns. This Agreement contains the final and entire agreement of you and tZERO Securities and supersedes all previous and contemporaneous verbal or written negotiations, understandings or agreements regarding the subject matter hereof. Both you and tZERO Securities warrant to each other that, in entering into this Agreement, neither tZERO Securities nor you have relied on or will have any right or remedy based upon any statement, representation, warranty or assurance other than those expressly stated in this Agreement. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. You may not enter into any contract on tZERO Securities' behalf or bind tZERO Securities in any way. All references to "Section" correspond to the respective section in this Agreement, and any reference to a Section includes all sub-clauses therein. The terms "herein," "hereunder" and "hereof" and similar expressions refer to this Agreement. All references to "day(s)," "month(s)," "quarter(s)" or "year(s)" mean calendar day(s), calendar month(s), calendar quarter(s) or calendar year(s) unless otherwise noted. The term "including" means including and without limitation. The term "or" is not exclusive and is deemed to have the meaning "and/or." Any references in this Agreement to "dollars" or "\$" are to U.S. dollars. All definitions in this Agreement apply to both their singular and plural forms, as the context may require. The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision. You acknowledge that this Agreement cannot be modified by conduct and no failure on the part of tZERO Securities at any time to enforce its rights hereunder to the greatest extent permitted shall in any way be deemed to waive, modify, or relax all of the rights granted tZERO Securities herein. This Agreement shall cover individually and collectively all Accounts that you may open or reopen with tZERO Securities, and shall inure to the benefits of its successors and assigns, whether by tZERO Securities' merger, consolidation, or otherwise, and tZERO Securities may transfer your Accounts to its successors and assigns, and this Agreement shall be binding upon your heirs, executors, administrators, successors, and assigns. This Agreement constitutes the full and entire understanding between the parties with respect to the provisions herein, and there are no oral or other agreements in conflict herewith.

### **Arbitration Agreement**

For the purpose of this Section, "**Party**" or "**Parties**" means you and tZERO Securities and the officers, directors, employees or agents of tZERO Securities and its Affiliates, collectively.

By entering into this Annex, the Parties agree as follows:

- The Parties are giving up the right to sue each other in court, including the right to a



trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.

- Arbitration awards are generally final and binding; your ability to reverse or modify an arbitration award is very limited.
- Your ability to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted to the panel by all parties to the arbitration at least 20 days before the first scheduled hearing date.
- The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration.
- In some cases a claim that is ineligible for arbitration may be brought in court; and
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

No Party shall bring a putative or certified class action to arbitration or seek to enforce any arbitration agreement against any Party that has initiated in court a putative class action or against any Party who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

- the class certification is denied by the court;
- the class is decertified by the court; or
- the Party is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

You agree that all controversies or disputes that may arise between you and another Party concerning any transaction or the construction, performance or breach of this Agreement or another agreement between the Parties, whether entered into prior to, on or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by FINRA in accordance with its arbitration procedures.

Any Party may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement shall be conducted pursuant to the Federal Arbitration Act and the laws of the State of New York without giving effect to any conflicts of laws principles or other principles that may provide for the application of the law of any other jurisdiction. The state or federal statute of limitations, statute of repose, non-claim statute or any other time bar that would be applicable to any claim filed in a court of competent jurisdiction shall be applicable to any claim filed in arbitration. Any legal action or proceeding arising under this Agreement or related arbitration will be brought exclusively in courts located in New York, New York, and you hereby irrevocably consent to the personal jurisdiction and venue therein.



**Annex A – Exhibit A  
tZERO Securities, LLC  
Form CRS & Conversation Starters**

**[ATTACHED]**



## Customer Relationship Summary Effective January 2, 2024

tZERO Securities, LLC (“tZERO”, “we,” “our,” or “us”) is a Broker-Dealer registered with the U.S. Securities and Exchange Commission (“SEC”) and a member of the Financial Regulatory Authority (“FINRA”) and the Securities Investor Protection Corporation (“SIPC”). Brokerage and investment advisory services and fees differ; and it is important that you understand these differences. Free and simple tools are available to research firms and financial professionals at Investor.gov/CRS, which also provides educational materials about broker-dealers, investment advisers, and investing.

### What investment services and advice can you provide me?

tZERO offers brokerage services to customers, retail investors and accredited investors exclusively online through one or more on-line platforms (collectively, the “Platform”). The Platform allows you to buy and sell digitally enhanced securities and/or digital asset securities on the alternative trading system operated by us (the “ATS”) and invest in companies seeking financing through Regulation D, Regulation A or Regulation Crowdfunding offerings. We act as an agent to facilitate secondary trading on the ATS and investments in those primary offerings. Certain offerings or securities trading may be limited to “accredited investors” and may require a certain minimum investment amount. We may also custody your digitally enhanced securities for you in your brokerage account, but all digital asset securities must be custodied by your third-party custodian. The decision to buy, sell or invest in a security is solely your choice. We do not offer advice, make recommendations or make strategies involving securities or securities accounts to investors. We do not monitor your account or individual investments. We do not make available or offer advice with respect to any products including but not limited to proprietary products, or a limited menu of products or types of investments. Other than our customer due diligence, anti-money laundering and related customer on-boarding procedures, we do not have any requirements for investors to open or maintain an account or establish a relationship with us, such as minimum account size or investment amount. We also do not trade securities for our own account. We do advertise and market our services via our website, email and other media platforms. **FOR ADDITIONAL INFORMATION PLEASE SEE TZERO’S CUSTOMER AGREEMENT OR BY CONTACTING US AT (855) 421-0638 OR SUPPORT@TZERO.COM.**

#### Conversation Starters

*Given my financial situation, should I choose a brokerage service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?*

Responses to these questions can be found at:

[https://storage.googleapis.com/public-disclosures.tzero.com/tZERO\\_Securities\\_Conversation\\_Starters.pdf](https://storage.googleapis.com/public-disclosures.tzero.com/tZERO_Securities_Conversation_Starters.pdf)

### What fees will I pay?

tZERO will charge you a transaction fee for each order that is filled on our Platform. When you invest in a primary offering, we may charge investors a processing fee of up to 7% of each investment commitment submitted through the Platform. tZERO may also pass through the fees from certain technology providers or third-party payment processors. In addition, the offering documents provided with each issuer’s offering has valuable information about other fees and other important facts. It is highly recommended for you to read the offering documents prior to investing in any issuer’s securities. For secondary trading on the ATS, you will be charged (i) 1% for all executions of buy and sell orders of securities priced equal to or greater than \$3.00 a share and (ii) \$0.03 per share for all executions of buy and sell orders of securities priced less than \$3.00 a share, rounded up to the nearest \$0.01. **You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. Other fees for transfers or administrative services may apply in certain cases. MORE DETAILED INFORMATION ABOUT YOUR FEES AND COSTS CAN BE FOUND IN tZERO’S FEE SCHEDULE, AVAILABLE BY CONTACTING US AT (855) 421-0638 OR SUPPORT@TZERO.COM.**

#### Conversation Starters

*Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

Responses to these questions can be found at:

[https://storage.googleapis.com/public-disclosures.tzero.com/tZERO\\_Securities\\_Conversation\\_Starters.pdf](https://storage.googleapis.com/public-disclosures.tzero.com/tZERO_Securities_Conversation_Starters.pdf)

**What are your legal obligations to me when providing recommendations? How else does your firm make money and what conflicts of interest do you have?**

tZERO does not provide recommendations. The way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the services we provide you. Here are some examples to help you understand what this means. tZERO charges transaction -based fees. We receive fees from the issuers that sell securities on the Platform. Generally, for each successful raise, we may receive: (1) a consulting fee, (2) a reimbursement to cover our due diligence costs; and (3) a percentage of the funds raised. We therefore have an incentive to promote these offerings to ensure successful fundraising rounds. For secondary trading, you will be charged (i) 1% for all executions of buy and sell orders of securities priced equal to or greater than \$3.00 a share and (ii) \$0.03 per share for all executions of buy and sell orders of securities priced less than \$3.00 a share, rounded up to the nearest \$0.01. We therefore have an incentive to promote the Platform to maximize trading activity.

We and our affiliates have an interest in the growth and widespread adoption of digitally enhanced securities and digital asset securities (collectively, “**digital securities**”). Digitally enhanced securities are conventional, uncertificated securities. Ownership of such securities is reflected on the traditional books and records of regulated market participants. The terms “digitally enhanced” refer to the blockchain technology elements of a security that are intended to enhance the investor experience through added transparency, but have no controlling or legal effect. Digital asset securities are issued and transferred on a blockchain or distributed ledger. The roles played by our affiliates in the growth and widespread adoption of digital securities are as follows:

- We may serve as the issuer’s escrow agent for securities offerings on the Platform. This means the money you purchase securities on the Platform will be held by us until the offering of such securities is closed. We therefore have an incentive to promote these offerings to ensure successful fundraising rounds. We are appointed as escrow agent by the issuer and do not charge you fees for this service.
- Due to the terms and nature of the digital securities offered to you on the Platform, the ATS may be the only trading venue where digital securities available on our Platform become available for trading (if ever).
- tZERO Technologies, LLC, our affiliate, offers technology services to issuers and market participants relating to digital securities.
- tZERO Transfer Services, LLC, our affiliate, may serve as the transfer agent and/or provide cap table management services to issuers of digital securities, including those available for trading on the Platform.
- Verify Investor, Inc. provides services to issuers to verify that their investors are “accredited investors.”

**Conversation Starters**

*How might your conflicts of interest affect me, and how will you address them?* Responses to these questions can be found at:

[https://storage.googleapis.com/public-disclosures.tzero.com/tZERO\\_Securities\\_Conversation\\_Starters.pdf](https://storage.googleapis.com/public-disclosures.tzero.com/tZERO_Securities_Conversation_Starters.pdf)

**How do your financial professionals make money?**

tZERO professionals receive fixed salaries and may receive discretionary bonuses that are based on their overall job responsibilities and performance. tZERO professionals are not solely compensated based on the amount of client assets they service; the time and complexity required to meet a client’s needs; the product sold (i.e., differential compensation); product sales commissions; or revenue the firm earns from the financial professional’s advisory services or recommendations.

**Do you or your financial professionals have legal or disciplinary history?**

Yes. Visit [www.investor.gov/CRS](http://www.investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

**Conversation Starters**

*As a financial professional, do you have any disciplinary history? For what type of conduct?* Responses to these questions can be found at:

[https://storage.googleapis.com/public-disclosures.tzero.com/tZERO\\_Securities\\_Conversation\\_Starters.pdf](https://storage.googleapis.com/public-disclosures.tzero.com/tZERO_Securities_Conversation_Starters.pdf)

For more information about our services or financial professionals or to request an up-to-date version of this Form and our Written Responses, please call (855) 421-0638 or email [support@tzero.com](mailto:support@tzero.com).

**Conversation Starters**

*Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?*

Responses to these questions can be found at:

[https://storage.googleapis.com/public-disclosures.tzero.com/tZERO\\_Securities\\_Conversation\\_Starters.pdf](https://storage.googleapis.com/public-disclosures.tzero.com/tZERO_Securities_Conversation_Starters.pdf)



tZERO Securities, LLC

## Form CRS Customer Relationship Summary

### Responses to “Conversation Starters”

Effective January 2, 2024.

**Conversation starters:** *Given my financial situation, should I choose a brokerage service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?*

**Response:** If you make all of your own investment decisions and want to invest in Regulation A, Regulation D and/or Regulation Crowdfunding securities offerings or trade the securities available through our platform, then a self-directed brokerage account like ours could be the right fit for you. tZERO Securities, LLC (“tZERO”, “we”, “us”, “our”) **does not** provide recommendations or advice about whether to invest in securities, account type, investment strategies, proprietary products or account monitoring. Other than our customer due diligence, anti-money laundering and related customer on-boarding procedures, we do not have any requirements for retail investors to open or maintain an account or establish a relationship, such as minimum account size or investment amount. We are not subject to a fiduciary duty to you and do not monitor or manage your account, including the monitoring of brokerage account investments, unless we state otherwise in writing.

Since we do not provide recommendations and you must make all of your own investment decisions, the licenses, education and other qualifications of our financial professionals will not be relevant to your investment decisions. **If you choose our services, you must be comfortable with investing your capital on your own.**

tZERO has an interest in the growth and widespread adoption of digitally enhanced securities and digital asset securities (collectively, “**digital securities**”). Digitally enhanced securities are conventional, uncertificated securities. Ownership of such securities is reflected on the traditional books and records of regulated market participants. The terms “digitally enhanced” refer to the blockchain technology elements of a security that are intended to enhance the investor experience through added transparency, but have no controlling or legal effect. Digital asset securities are issued and transferred on a blockchain or distributed ledger.

Certain securities on tZERO’s platform are issued by companies that not “reporting companies” subject to the reporting requirements of the Securities Exchange Act of 1934 (“**private companies**” and their securities, “**private securities**”).

Investing in private securities is not suitable for all investors. An investment in private securities can be highly speculative and involve a high degree of risk. The market for private securities is less liquid than the market for national market securities or exchange traded securities. **There may be no secondary trading market for the securities you purchase through our primary issuance platform.** You may also have access to limited or no information about private companies and private securities.

**Conversation starters:** *Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

**Response:** Our platform is self-directed; we will not invest your money for you.

If you open a brokerage account with us and want to invest in a securities offering, we may charge you a processing fee of up to 7% of each investment commitment made through the platform. This means if you make an investment commitment of \$1,000 on our platform, we may charge you a \$70 processing fee. Additionally, you should read each offering memorandum to confirm there are no offering specific fees charged by the issuer or the issuer's affiliates and service providers. We may also pass through the fees from certain technology providers or third-party payment processors.

If you open a brokerage account for secondary trading through tZERO with \$10,000 and want to invest in securities, you will be charged trading fees. If you invest \$10,000 in securities priced equal to or greater than \$3.00 a share, all \$10,000 will be invested in the securities you purchase minus a 1% fee equal to the total executed amount of your buy or sell order, with the fee rounded up to the nearest \$0.01. If you invest \$10,000 in securities priced less than \$3.00 a share, all \$10,000 will be invested in the securities you purchase minus \$0.03 per share.

### **Other Fees**

Fees may be changed for other services, such as paper statements, paper confirmations, and overnight mail. Customers are not charged for electronic statements and confirmations.

**Conversation starters:** *How might your conflicts of interest affect me, and how will you address them?*

**Response:** tZERO *does not* provide recommendations. The way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the services we provide you. Here are some examples to help you understand what this means. We receive fees from the Issuers that sell securities on the Platform. Generally, for each successful raise, we may receive: (1) a consulting fee, (2) reimbursement to cover our due diligence costs; (3) and a percentage of the funds raised. We therefore have an incentive to promote these offerings to ensure successful fundraising rounds. We and our affiliates have an interest in the growth and widespread adoption of digitally enhanced securities and digital asset securities (collectively, "**digital securities**"). Digitally enhanced securities are conventional, uncertificated securities. Ownership of such securities is reflected on the traditional books and records of regulated market participants. The terms "digitally enhanced" refer to the blockchain technology elements of a security that are intended to enhance the investor experience through added transparency, but have no controlling or legal effect. Digital asset securities are issued and transferred on a blockchain or distributed ledger. The roles played by our affiliates in the growth and widespread adoption of digital securities are as follows:

- We may act the escrow agent for most of the offerings on our platform. This means the money you purchase securities with on will be held by us until the offering of such securities is closed or is returned to you. tZERO is appointed as escrow agent by the issuer and does not charge you fees for this service.

- Customers are able to buy and sell digital securities on our alternative trading system (the “ATS”). Due to the terms and nature of the digital securities offered to you on the Platform, the ATS may be the only trading venue where digitally enhanced securities available on our platform become available for trading (if ever).
- Our parent company, tZERO Group, Inc. is the issuer of, TZROP. TZROP is a digitally enhanced securities that are available for you to trade on the ATS.
- tZERO Technologies, LLC offers technology services to market participants relating to digital securities.
- tZERO Transfer Services, LLC may serve as the transfer agent or related services to issuers of digital securities.
- VerifyInvestor, Inc. may provide “accredited investor” verification services to issuers of digital securities.

**Conversation starters:** *As a financial professional, do you have any disciplinary history? For what type of conduct?*

**Response:** Yes. Information about tZERO’s disciplinary history and the type of conduct can be found in tZERO’s BrokerCheck report on FINRA’s BrokerCheck website at <https://brokercheck.finra.org/>. You may also visit [www.investor.gov/CRS](http://www.investor.gov/CRS) for a free and simple search tool to research us and our financial professionals.

**Conversation starters:** *Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?*

**Response:** Because your account is entirely self-directed and our platform is fully- integrated online through our website, you should direct any questions and concerns you may have by emailing [support@tzero.com](mailto:support@tzero.com). An appropriate member of the tZERO team will address your question or concern based on how you categorize it when prompted to do so. The appropriate member of the tZERO team, which will be a registered person of tZERO or, to the extent your question or concern is purely technical in nature, a non-registered fingerprinted person of tZERO, will provide you with a response as soon as possible. In the event that you incorrectly categorize a question or concern that you may have, and the tZERO team member that received it is unable to assist you, your concern will be re-routed to the correct group within tZERO.



**Annex A - Exhibit B**  
**tZERO Securities, LLC**  
**Business Continuity Disclosure**

**Generally**

tZERO Securities has developed a Business Continuity Plan describing how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

**Contacting Us**

During a significant business disruption, we will communicate with you through our website or via email. During a significant business disruption, you may go to our website at <https://tzero.com/investors> or e-mail us at [support@tzero.com](mailto:support@tzero.com).

**Our Business Continuity Plan**

After a significant business disruption, we intend to quickly recover and resume business operations while safeguarding our employees and property, making a financial and operational assessment of the disruption, protecting the firm's books and records and doing all that we can to permit our firm to resume operations as quickly as possible, taking into account the scope and severity of the significant business disruption. Our Business Continuity Plan addresses a number of subjects, including data back-up and recovery, mission critical systems, financial and operational assessments, alternate communications with customers, employees and regulators, alternate physical location of employees, critical supplier, contractor, bank and counterparty impact and regulatory reporting if we are unable to continue our business.

We back up our important records in a geographically distinct location. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, our objective is to restore our operations and be able to complete existing transactions and accept requests for funds and securities as soon as possible. Your orders and requests for funds and securities could be delayed during this period.

**Varying Disruptions**

Significant business disruptions can vary in their scope, such as significant business disruptions affecting only our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm or prevents us from working from the building housing our firm, we will transfer our operations to an alternative site when needed or employees will telecommute and expect to recover and resume business within 24 hours. In a disruption affecting our business district, city, or region, we will transfer



our operations to a site outside of the affected area, and recover and resume business as soon as possible. In either situation, we plan to continue in business and notify you through our web site <https://tzero.com/investors> on how to contact us. If the significant business disruption is so severe that it prevents us from remaining in business, we will (i) assure our customer's prompt access to their funds and securities and (ii) arrange for customers to have direct access to issuers regarding their current or prospective investments in such issuer's primary securities offering.

### **Pandemic Preparedness**

In the event of a public health crisis that resulted in a high rate of employee absenteeism, tZERO Securities would focus available personnel on critical business functions that directly support client needs. Additionally, we would enact our workforce continuity plan which uses remote work arrangements to limit disclosure.

### **Back-up Facilities**

tZERO Securities maintains its books and records in both hard copy and electronic format. In the event of an internal or external significant business disruption that causes the loss of tZERO Securities' records (whether hard copy or electronic records), back-up records will be recovered from our back-up site.

### **Changes to Our Plan**

Our business continuity plan is subject to modification. As our plan changes, updated summaries of the plan will be promptly posted on our web application(s). You may obtain the most up-to-date summary of our business continuity plan by requesting a written copy from us by emailing [support@tzero.com](mailto:support@tzero.com).

### **Third Parties**

Some services may be outsourced to third parties (vendors). While third parties are responsible for providing agreed-upon services in an accurate manner, regulators have stated that firms remain responsible for ultimate compliance with rules governing the outsourced activity. A review of critical third parties' business continuity planning is performed prior to contracting as well as on an ongoing basis. Additional Information For more information or if you have questions about our business continuity planning, you can contact us at [support@tzero.com](mailto:support@tzero.com).



**Annex A - Exhibit C**  
**tZERO Securities, LLC**  
**Customer Fee Schedule**

<b>Account Fees:</b>	tZERO Securities does not charge account fees.
<b>Primary Issuance Fees:</b>	<p>Depending on the offering, tZERO may charge a non-refundable processing fee of up to 7% per investment commitment submitted through the Platform.</p> <p>Depending on the offering, tZERO may pass through the fees from certain third-party payment processors integrated into the Platform.</p>
<b>Commissions/Trading Fees:</b>	<p>The ATS currently charges its customer subscribers a fee of (i) 1% for all executions of buy and sell orders of securities priced equal to or greater than \$3.00 a share and (ii) \$0.03 per share for all executions of buy and sell orders of securities priced less than \$3.00 a share.*</p> <p>tZERO Securities does not charge its customers any other trading fees or commissions.</p>
<b>Withdrawals:</b>	<ul style="list-style-type: none"><li>• \$25</li></ul>
<b>Transfers:</b>	<ul style="list-style-type: none"><li>• Debit Balances Fed Funds + 125bps</li><li>• Returned Check, ACH, Wire &amp; Recall/Stop Payments \$25**</li><li>• Domestic Wire Transfer \$25</li><li>• International Wire Transfer \$50</li></ul>

**Statements:**

- Electronic Statements & Confirms \$0
- Paper Statement (per statement) \$5\*\*\*
- Paper Confirm (per statement) \$5\*\*\*

\*Rounded to the nearest \$0.01

\*\*Both incoming and outgoing wire transfer reversals are subject to wire transfer reversal fees. Additional wire transfer reversal fees charged by any originating, intermediary, or recipient bank may apply. Processing and service fees assessed by third parties may be passed through to the customer's account. Some products and services may require additional fees or transaction minimums not specifically listed here. Prior to placing a trade or requesting any services, it is the customer's responsibility to ask tZERO Securities if any additional fees will apply.

\*\*\* Additional shipping costs may apply



**Annex A - Exhibit D**  
**tZERO Securities, LLC**  
**Funds Availability Disclosure**

**Wire Deposits**

TZERO SECURITIES DOES NOT ACCEPT WIRE TRANSFERS FROM, OR ISSUE WIRE TRANSFERS TO, THIRD PARTIES. AS SUCH, THE NAME ON THE ACCOUNT OF BOTH THE INITIATOR AND RECIPIENT OF WIRE TRANSFERS COMING TO OR BEING SENT FROM TZERO SECURITIES MUST BE THE SAME.

tZERO Securities maintains an account with BMO Harris Bank. Incoming wires go through BMO Harris Bank before being credited to tZERO Securities. **Incoming wire transfers (those being received by tZERO Securities) should be sent to:**

Bank Name: BMO Harris Bank

Bank Address: 320 S Canal Street, Chicago, IL 60606

Account Name: tZERO Securities Secondary Operating Account

Account Address: 30 Montgomery Street, Suite 330, Jersey City, NJ 07302

SWIFT Code (for International Wire Transfers): HATRUS44

ABA Routing Number: 071000288

Account Number: 4261384

For Further Credit: YOUR NAME & TZERO -YOUR ACCOUNT NO.

**Funds Availability**

- Funds may be available for trading up to 2 business days from the date of a deposit or trade
- Cut of times for next day processing of deposits:
  - Wire transfers - 1:30 p.m. (EST)
  - ACH transfer requests - 3:00 p.m. (EST)
  - All times are subject to change by tZERO Securities, LLC.

**ACH Deposits**

- ACH DEPOSITS ARE ONLY ACCEPTED FROM DOMESTIC BANKING INSTITUTIONS
- ACH deposits must remain in your Account for a minimum of 15 business days after settlement prior to withdrawal for clearance purposes. Withdrawals are required to be made into the same bank account which you deposited such funds from. Other restrictions may apply if fraud or other potential money laundering concerns are raised.



**Annex A - Exhibit E**  
**tZERO Securities, LLC**  
**Regulation CF Educational Materials**

Introduction

Equity crowdfunding allows the general public to participate in venture capital and private equity investing. Companies can use crowdfunding to offer and sell securities to the investing public, anyone can invest in a crowdfunding securities offering. tZERO Securities, LLC (“tZERO,” “we” and “our”) is providing you these materials, in accordance with applicable law, so you can educate yourself and understand the risks of making crowdfunding investments. We act as an intermediary for companies raising money under Regulation Crowdfunding and offer an on-line investment platform where you can invest in these offerings. Before making any investment on our platform, you should conduct your own thorough investigation of the issuing company. **You need to consider whether investing in a security offered and sold in reliance on Regulation Crowdfunding is appropriate for you.**

We are compensated by the issuer receiving a percentage of offering proceeds raised through our platform. Depending on the offering, we may charge you a non-refundable processing fee of up to 7% per investment commitment submitted through our platform. We may also pass through the fees from certain third-party payment processors integrated into our platform. Please note following the completion of an offering conducted through our platform, there may or may not be an ongoing relationship between the issuer and intermediary.

Process for the offer, purchase and issuance of securities through our Platform

To invest in securities offered under Regulation CF, choose the project/issuer desired to invest in and simply tap on the “Invest” button. If you are not a tZERO customer you will be prompted to go through our on-boarding process and set up an account. To read more about our on-boarding process see our FAQs here. Upon confirming your investment, your investment amount will be funded and held in escrow or an escrow-like account with us or a third-party agent, acting as escrow agent exclusively for the issuer.

Investors are allowed to cancel their investment at any time up to 48 hours before a closing. In the event the target offering amount is reached prior to the offering deadline, all investors that have confirmed their investment will be notified five business days prior to the new closing date, which is meant to give investors adequate time to cancel their investment.

Lastly, in the case that the issuing company has a material change in their offering (e.g., terms are updated, company operations have materially changed), all investors will receive a notice of that material change and are required to confirm their investment. In the case that the investor does not confirm their investment within five business days, their investment will be automatically canceled, and the funds committed and placed in escrow will be returned to the investor.

The Types of Securities Offered and Sold

The most common forms of securities an issuer can offer are equity or debt.

The securities we may offer include the following:

- **Common Stock**: Conveys a portion of the ownership interest in the company to the holder of the security. Stockholders are usually entitled to receive dividends when and if declared, vote on corporate matters, and receive information about the company, including financial statements. This is the riskiest type of equity security since common stock is last in line to be paid if a company fails. You should read our discussion of the risks of early-stage investing here, and pay special attention to the fact that your investment will only make money if the company's business succeeds. Common Stock is a long-term investment.
- **Preferred Stock**: Stock that has priority over common stock as to dividend payments and/or the distribution of the assets of the company. Preferred stock can have the characteristics of either common stock or debt securities. While preferred stock gets paid ahead of common stock, it will still only be repaid on liquidation if there is money left over after the company's debts are paid. In certain circumstances (such as an initial public offering or a corporate takeover) the preferred stock might be convertible into common stock (the riskiest class of equity). You should review the terms of the preferred stock to know when that might happen.
- **Debt**: Securities in which the seller must repay the investor's original investment amount at maturity plus interest. Debt securities are essentially loans to the company and the major risk they bear is that the company does not repay them, in which case they are likely to become worthless.
- **Convertible Note**: This form of investment is popular with technology startups because it allows investors to initially lend money to the company and later receive shares if new professional investors decide to invest. The sort of convertible note that is most often offered on tZERO may limit the circumstances in which any part of the loan is repaid, and the note may only convert when specified events (such as a preferred stock offering of a specific amount) happens in the future. You will not know how much your investment is "worth" until that time, which may never happen. You should treat this sort of convertible note as having the same risks as common stock.
- **SAFE**: A Simple Agreement for Future Equity (SAFE) is a convertible security that provides investors with the right to purchase shares at a future price when the company raises more money in a future priced securities offering.

### Restrictions on Resale

The securities offered on tZERO are only suitable for potential investors who are familiar with and willing to accept the high risks associated with high-risk and illiquid private investments. Securities sold through tZERO are restricted and not publicly traded and, therefore, cannot be sold unless registered with the SEC or an exemption from registration is available.

You are generally restricted from reselling your shares for a one-year period after they were issued, unless the shares are transferred:

- to the company that issued the securities;
- to an accredited investor;
- to a family member (defined as a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships.);
- in connection with your death or divorce or similar circumstance;
- to a trust controlled by you or a trust created for the benefit of a family member;
- as part of an offering registered with SEC

### Submission and Posting of Form C

Prior to launching a Regulation Crowdfunding Offering, an issuer is required to complete and submit a Form C to the SEC together with the required attachments. Companies that file a Form C are required to disclose certain information to the public which can be used to understand an investment and helps determine whether a particular investment is appropriate for a specific person.

This includes general information about the issuer, its officers and directors, a description of the business, the planned use for the money raised from the offering, often called the use of proceeds, the target offering amount, the deadline for the offering, related-party transactions, risks specific to the Issuer or its business, and financial information about the issuer.

### Annual Filing Obligation of Issuers

Each issuer that successfully completes a Regulation Crowdfunding securities offering is required to annually file with the SEC a Form C-AR and financial statements. This must be done no later than 120 days after the end of the issuer's fiscal year covered by such filing. Each issuer must also post its Form C-AR and financial statements to its own website, and that link must be provided along with the date by which such report will be available on the Issuer's website.

The Form C-AR contains updated disclosure substantially similar to that provided in the Issuer's initial Form C, including information on the Issuer's size, location, principals and employees, business, plan of operations and the risks of investment in the Issuer's securities; however, offering-specific disclosure is not required to be disclosed in the Form C-AR.

You should be aware that an issuer may no longer be required to continue its annual reporting obligations under any of the following circumstances:

- The issuer is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;
- The issuer has filed at least one annual report pursuant to Regulation Crowdfunding and has fewer than 300 holders of record and has total assets that do not exceed \$10,000,000;
- The issuer has filed at least three annual reports pursuant to Regulation Crowdfunding;
- The issuer or another party repurchases all of the securities issued in reliance on Section 4(a) (6) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or
- The issuer liquidates or dissolves its business in accordance with state law.

**In the event that an Issuer ceases to make annual filings, investors may no longer have current financial information about the issuer available to them.**

### Required Financial Disclosures

The required type of financial disclosure depends on how much an issuer has already raised, and how much they intend to raise next.

- \$124,000 or less: If the current offer plus previous raises amounts to \$124,000 or less, the Issuer provides information from its tax returns (but not the tax returns themselves) certified by the principal executive officer. If financial statements are available they must be provided, too, and again certified by the principal executive officer.
- \$124,000.01 to \$618,000: If the current offering plus previous raises is between \$100,000 and \$618,000, financial statements are required and must be reviewed by a CPA. If audited financial statements are available, they must be provided.

- \$618,000.01 to \$1.235 million: If current offer plus previous raises amounts to \$618,000.01 or more, the required financial statements must be audited by a CPA. However, if the issuer has not previously sold securities under Regulation Crowdfunding, the financial statements will only be required to be reviewed by a CPA.

Note: An audit provides a level of scrutiny by the CPA that is higher than a review.

The required information is filed with the SEC and posted at the start of the offering on our platform and available to the public throughout the offering on the tZERO and SEC sites. It is available to the general public on both websites throughout the offering period – which must be a minimum of 21 days.

### Investment Limitations

Because of the risks involved with this type of investing, you are limited in how much you can invest during any 12-month period in these transactions. The limitation on how much you can invest depends on your net worth and annual income. If either your annual income or your net worth is less than \$124,000, then during any 12-month period, you can invest up to the greater of either \$2,500 or 5% of the lesser of your annual income or net worth.

If both your annual income and your net worth are equal to or more than \$124,000, then during any 12-month period, you can invest up to 10% of annual income or net worth, whichever is less, but not to exceed \$124,000 or all crowdfunding offerings in any 12-month period.

Calculating net worth involves adding up all your assets and subtracting all your liabilities. The resulting sum is your net worth. For purposes of crowdfunding, the value of your primary residence is not included in your net worth calculation.

The SEC's Investor Bulletin Crowdfunding for Investors contains detailed and useful information about how to perform these calculations and examples [here](#).

### Cancellations

As an investor, you will have up to 48 hours prior to a rolling close, or 48 hours prior to the offering deadline to change your mind and cancel your investment commitment for any reason.

The issuer may cancel the investment commitment under the following circumstances:

- For any offering that has not yet been completed or terminated, an issuer can file on Form C/A an amendment to its offering statement to disclose changes, additions or updates to information. An amendment is required for changes, additions or updates that are material, and in those required instances the issuer must reconfirm outstanding investment commitments within 5 business days, or the investor's commitment will be considered canceled. If we are required to cancel the investment commitment, it must then send a notice of the cancellation to the investor and direct a refusal of the investor's funds.
- Offering fails to reach the target by the specified deadline. If an issuer does not raise the target funds by the deadline it established, we have five days to provide investors with notice of the cancellation of the investment commitment, direct the refund of investor funds, and prevent investors from committing any additional funds to the offering.

### Changing Your Mind



If you do not cancel an investment commitment at least 48 hours prior to the offering deadline or a rolling close, the funds will be released to the issuer by the escrow agent. Following the close on funds, you will then receive securities in exchange for your investment.

If you do cancel an investment commitment before the 48-hour deadline, tZERO will direct the return of any funds that have been committed by you in the offering.

However, once the offering period is within 48 hours of ending, you will not be able to cancel for any reason, even if you make your commitment during this period.

### Material Changes

If the issuer makes a material change to the offering terms or other information disclosed to you, including a change to the offering deadline, you will be given five business days to reconfirm your investment commitment. If you don't reconfirm, your investment will be canceled and your escrowed funds will be returned to you.

### Risks associated Regulation Crowdfunding Offerings & Securities Issued

Securities, as well as any particular investment, may not be suitable or appropriate for everyone. Investors should note that investing in securities could involve substantial risks, including no guarantee of returns, costs associated with selling and purchasing, and no assurance of liquidity which could impact their price and investor's ability to sell, and possible loss of principal invested. Further, an investment in a single security could mean lack of diversification and, consequently, higher risk. Past performance of a security does not guarantee future results or returns. You should not invest any funds in which you require the ability to withdraw, cash-out, or liquidate within a certain period of time. Market volatility and volume may delay systems access and trade execution. There is always the potential of losing money when you invest in securities. Please carefully review the general risk associated with our Platform under the heading "Account Risk Disclosure" in our customer agreement.

**EACH INVESTOR IS STRONGLY ADVISED TO CONSULT LEGAL, TAX, INVESTMENT, ACCOUNTING AND/OR OTHER PROFESSIONALS BEFORE INVESTING, AND TO CAREFULLY REVIEW ALL THE SPECIFIC RISK DISCLOSURES PROVIDED AS PART OF ANY OFFERING MATERIALS, AND TO ASK QUESTIONS PRIOR TO MAKING AN INVESTMENT.**

Specifically related to securities sold in reliance on Regulation Crowdfunding you should consider the following risks:

- There are restrictions on your ability to cancel an investment commitment and obtain a return of the money you invested.
- It may be difficult to resell securities acquired in an offering under Regulation Crowdfunding, because they will be restricted securities. This means you may not be able to easily resell them on any established marketplace after you purchase them. You should not invest in securities issued under Regulation Crowdfunding if you are not able to maintain a long-term position in those securities.
- Investment in small, especially start-up and early stage, companies is speculative and involves a high degree of risk. You should not invest unless you are able to bear the loss of the entire investment.
- Unlike listed companies that are valued publicly through market-driven stock prices, the valuation of startups can be difficult to determine and is often subjective. You may risk overpaying for the equity stake you receive.
- There may be additional classes of equity or derivatives with rights that are superior to the class of equity being sold through crowdfunding. Additionally, investments are subject to dilution, which is when early investors see a reduction in ownership percentage as new stock is issued.

- An early-stage company may be able to provide only limited information about their business plan and operations because they do not have fully developed operations or a long history to provide more disclosure.
- Publicly listed companies generally are required to disclose information about their performance at least on a quarterly and annual basis and on a more frequent basis about material events that affect the issuing company. In contrast, crowdfunding companies are only required to disclose their results of operations and financial statements annually. Therefore, you may have only limited continuing disclosure about your crowdfunding investment.
- Investment opportunities, the adequacy of the disclosures, or the fairness of the terms of any such investment opportunity have not been reviewed or approved by a state or federal agency.
- The issuing company may not have an internal control infrastructure and there cannot be any assurance of no significant deficiencies or material weaknesses in the quality of the Issuer's financial and disclosure controls and procedures. Indeed, if it were necessary to implement such financial and disclosure controls and procedures, the cost to the Issuer might even have a material adverse effect on the issuer's operations.
- A portion of your investment may fund the compensation of the issuing company's employees, including its founders and management. Due to inexperience, management may not be able to execute on its business plan. Additionally, unless the issuing company has agreed to a specific use of the proceeds from the offering, its management will usually have considerable discretion over how to use the capital raised. You may not have any assurance the Issuer will use the proceeds appropriately. You should pay close attention to what the Issuer says about how offering proceeds are to be used.
- Because the issuing company's founders, directors and executive officers may be among its largest stockholders, they may be able to exert significant control or influence over the Issuer's business and affairs and may even have actual or potential interests that diverge from those of other Investors. This may worsen as time goes on if the holdings of the issuing company's directors and executive officers increase upon vesting or other maturation of exercise rights under options or warrants they may hold, or in the future be granted. In addition to holding or controlling board seats and offices, these persons may well have significant influence over and control of corporate actions requiring shareholder approval, separate from how the Issuer's other stockholders, including investors, may vote in a given offering.
- The issuing company may have serious risks specific to its industry or its business model. Demand for a product or service may be seasonal or be impacted by the overall economy. Small businesses, in particular, often depend heavily upon a single customer, supplier, or upon one or a small number of employee(s). It may have difficulty competing against larger companies who can negotiate for better prices from suppliers, produce goods and services on a large scale more economically, or take advantage of bigger marketing budgets.
- In light of the relative ease with which early-stage companies can raise funds through crowdfunding, it may be the case that certain opportunities turn out to be money-losing fraudulent schemes. As with other investments, there is no guarantee that crowdfunding investments will be immune from fraud. Even with tZERO's diligence of companies and their executive teams, there is a risk of fraudulent activity.
- Many successful companies partially attribute their early success to the guidance of professional early-stage investors (e.g., angel investors and venture capital firms). These investors often negotiate for seats on the Issuer's board of directors and play an important role through their resources, contacts and experience in assisting early-stage companies in executing on their business plans. An early-stage company primarily financed through crowdfunding may not have the benefit of such professional investors.
- The issuer may not provide you with annual audited financial statements or quarterly unaudited financial statements, except as required by a particular registration exemption. The Issuer may not even have its financial statements audited, or even reviewed by outside auditors. Your decision to

make an investment in the Issuer will be based upon the information the Issuer provides in its offering materials, which may not completely or even accurately represent the financial condition of the issuer.

- As explained above, an investor may not be able to obtain the information it wants regarding a particular Issuer on a timely basis, or at all. It is possible that the investor may not be aware of material adverse changes that have occurred to the issuer. An Investor may not be able to get accurate information about an Issuer's current value at any given time.
- Federal securities law requires securities sold in the United States to be registered with the U.S. Securities and Exchange Commission ("**SEC**"), unless the sale qualifies for an exemption. The securities offered on tZERO have not been registered under the Securities Act, and are offered in reliance on an exemption to registration under the Securities Act. Securities sold on tZERO are likely restricted and not publicly traded and are therefore illiquid. No assurance can be given that any investment opportunity will continue to qualify under one or more of such registration exemptions under the Securities Act due to, among other things, the adequacy of disclosure and the manner of distribution, the existence of similar offerings in the past or in the future, or a change of any securities law or regulation that has retroactive effect.

### Promoters

In connection with establishing an account for an investor, tZERO Securities must inform the investor that any person who promotes an issuer's offering for compensation, whether past or prospective, or who is a founder or an employee of an issuer that engages in promotional activities on behalf of the issuer on tZERO Securities' platform, must clearly disclose in all communications on the tZERO Securities' platform, respectively, the receipt of the compensation and that he or she is engaging in promotional activities on behalf of the issuer.

### Additional Resources

tZERO is required by the SEC to post educational materials on our site. While those educational materials are a great start to educating yourself and understanding the risks of making crowdfunding investments, it is really only the beginning of your journey. Be sure to investigate the issuing company and to participate in our online forum where you can interact with other investors, weigh in on the pros and cons of an opportunity, and ask the issuing company questions.

If you or someone you know wants information about raising capital for a company, feel free to continue exploring our FAQ or reach out to a tZERO team member at [investor\\_support@tzero.com](mailto:investor_support@tzero.com).

To learn more about crowdfunding, see the adopting release and complete text of Regulation Crowdfunding, [here](#).

To read the May 10, 2017 SEC Investor Bulletin Crowdfunding for Investors, [Click Here](#).

For additional investor educational information, see the SEC's website for individual investors by clicking [here](#).



**Annex A - Exhibit F**  
**tZERO Securities, LLC**  
**Statement of Financial Condition**  
**[Attached]**

Pursuant to the Securities Exchange Act of 1934, tZERO Securities LLC must provide individual investors with certain financial information. This information may be viewed in this Exhibit F and by downloading as a PDF.

**tZERO ATS, LLC**  
**STATEMENT OF FINANCIAL CONDITION**  
**JUNE 30, 2023**  
**UNAUDITED**

tZERO ATS, LLC  
STATEMENT OF FINANCIAL CONDITION  
AS OF JUNE 30, 2023

ASSETS

Cash	\$ 1,082,463
Segregated cash	4,586,260
Accounts receivable from affiliates, net	12,150
Prepaid expense	32,636
Other assets	<u>6,788</u>
 TOTAL ASSETS	 <u><u>\$ 5,720,297</u></u>

LIABILITIES AND MEMBER'S EQUITY

Liabilities:	
Accrued expenses and other liabilities	\$ 268,267
Accounts payable	59,180
Due to customers	<u>3,727,923</u>
 TOTAL LIABILITIES	 4,055,370
 Member's Equity	 <u>1,664,927</u>
 TOTAL LIABILITIES AND MEMBER'S EQUITY	 <u><u>\$ 5,720,297</u></u>

The accompanying notes are an integral part of the Statement of Financial Condition

tZERO ATS, LLC  
COMPUTATION OF NET CAPITAL PURSUANT TO RULE 15c3-1  
OF THE SECURITIES AND EXCHANGE COMMISSION  
JUNE 30, 2023

Member's equity	\$ 1,664,927
Less:	
Non-allowable assets	<u>54,819</u>
Net capital	<u>1,610,108</u>
Minimum net capital requirement (the greater of \$250,000 or 6 2/3% of aggregate indebtedness)	<u>250,000</u>
Excess net capital	<u>\$ 1,360,108</u>
Aggregate indebtedness	<u>\$ 327,447</u>
Ratio of aggregate indebtedness to net capital	<u>0.20 to 1</u>

No material difference exist between the above computation and the computation included in the Company's corresponding unaudited Form X-17A-5 Part IIA filing.

tZERO ATS, LLC  
NOTES TO STATEMENT OF FINANCIAL CONDITION  
JUNE 30, 2023  
UNAUDITED

NOTE 1. ORGANIZATION

tZero ATS, LLC (the “Company”) is a clearing broker-dealer registered with the Securities and Exchange Commission (“SEC”) and is a member of the Financial Industry Regulatory Authority (“FINRA”) and the Securities Investor Protection Corporation (“SIPC”). The Company is an SEC and FINRA approved Alternative Trading System (“ATS”). The Company’s ATS is used for trading tZERO Preferred (TZROP), Aspen Digital (ASPD), Exodus Movement (EXOD), Curzio (CURZ), and Mayra Park (MYRA) security tokens.

The Company is a single-member limited liability corporation owned by tZERO Group, Inc. (“Parent”). The Company is economically dependent on the Parent for funding, for the loss of this relationship could impact the Company’s ability to continue operations. Management does not foresee any events that may result in the loss of this relationship or the ability to fund any deficit of tZERO ATS, LLC.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statement is prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Cash and Cash Equivalents

Cash consists of funds on deposit at financial institutions. The Company has no cash equivalents on June 30, 2023, which would include highly liquid investments purchased with an original maturity of three months or less.

Segregated Cash

Segregated cash represents amounts segregated in accordance with Rule 15c3-3 of the Securities Exchange Act of 1934. Under Rule 15c3-3, a broker-dealer carrying customer accounts is subject to requirements related to maintaining cash or qualified securities in a segregated reserve account for the exclusive benefit of customers. As of June 30, 2023, the Company held \$4,516,205 in segregated cash.



tZERO ATS, LLC  
NOTES TO STATEMENT OF FINANCIAL CONDITION  
JUNE 30, 2023  
UNAUDITED

Revenue Recognition

The Company follows the accounting guidance, "Revenue from Contracts with Customers" (Topic 606). Under Topic 606, a Company is required to recognize revenue to depict the transfer of goods or services to a customer at an amount reflecting the consideration it expects to receive in exchange for those goods or services. The Company earns commission revenue by executing trades. The Company recognizes 1% of the notional value of the securities traded as commission revenue, and there are no rebates or refunds. The Company's performance obligations consist of trade execution and are satisfied on the trade date; accordingly, commission revenues are recorded on the trade date. Commission revenues are received on settlement date; therefore, a receivable is recognized as of the trade date.

Prior to the Company permitting a security to be quoted for trading on the ATS, the Company conducts a due diligence review on its issuers and such securities to confirm they were issued, can be resold, and trading can be done in accordance with US securities laws. The diligence is refreshed on a semi-annual basis. The Company charges the issuer of each security a due diligence fee for such diligence reviews.

Contract Assets and Contract Liabilities

The timing of the revenue recognition may differ from the timing of payment from affiliates. The Company records a receivable when revenue is recognized prior to payment, and when the Company has an unconditional right to payment. The Company records contract liability when payment is received, prior to the time at which the satisfaction of the service obligation. There were no contract liabilities recognized as of June 30, 2023.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

The Company does not directly file federal and state income taxes as it is a single-member limited liability company that is disregarded for income-tax reporting purposes. The Company's income or loss is reportable by its sole member and included in the tax returns for the Parent. The Company records its proportional share of the income tax expense incurred by the Parent and treats this as an amount due to its Parent. However, no income was earned during the six month period ended June 30, 2023 and accordingly

tZERO ATS, LLC  
NOTES TO STATEMENT OF FINANCIAL CONDITION  
JUNE 30, 2023  
UNAUDITED

no provision for income taxes was recorded. Further, management did not record a net deferred tax liability for the six month period ended June 30, 2023.

The Company recognizes and measures its unrecognized tax benefits in accordance with ASC Topic 740, Income Taxes. Under that guidance, the Company assesses the likelihood, based on technical merit, that tax positions will be sustained upon examination, based on the facts, circumstances and information available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available, or when an event occurs that requires a change.

The Company has determined that there are no uncertain tax positions which require adjustment or disclosure on the financial statements.

Due to Customers

These accounts represent the retail customer cash balances custodied by the Company. As of June 30, 2023, the Due to Customers balance was \$3,727,953.

NOTE 3. NET CAPITAL REQUIREMENTS

The Company is subject to the SEC Uniform Net Capital Rule (SEC Rule 15c3-1), which requires the maintenance of minimum net capital and requires that the ratio of aggregate indebtedness to net capital, both as defined, shall not exceed 15 to 1 (and the rule of the 'applicable' exchange also provides that equity capital may not be withdrawn or cash dividends paid if the resulting net capital ratio would exceed 10 to 1).

The Company's minimum net capital requirement is \$250,000. On June 30, 2023, the Company had net capital of \$1,610,108, which was \$1,360,108 in excess of its required net capital. The Company's net capital ratio was 0.2034 as of June 30, 2023.

NOTE 4. RELATED PARTY AND AFFILIATED TRANSACTIONS

For the six month period ended June 30, 2023 the Company earned clearing income from its affiliate issuing broker-dealer, tZERO Markets. As of June 30, 2023, there was a receivable of \$1,620.

The Company has an expense sharing agreement with tZERO Technologies, LLC, a Delaware limited liability company and wholly owned subsidiary of the Parent. For the year ended December 31, 2022, the Company paid and incurred technology related services, rent and managerial support to tZERO Technologies, LLC. The expense share amounts were determined by an allocation of technology related services and rent based on trade activity and number of users accessing the services. As of June 30, 2023, there was a payable of \$52,328, which amount is included with the accrued expenses and other

liabilities on the accompanying statement of financial condition.

The Company has a service and expense sharing agreement with the Parent. The agreement was for a one-year period, thereafter the term shall be automatically extended for successive periods of one year. The expense share amounts were determined by an allocation of payroll & benefits for employees' time spent between the Parent and the Company, as well as and estimated allocation of office space and associated utilities between the Parent and the Company. The agreement covers payroll, utility and office space. As of June 30, 2023, there was a net payable of \$179,569, which amount is included with the accrued expenses and other liabilities on the accompanying statement of financial condition.

NOTE 5. COMMITMENTS AND CONTINGENT LIABILITIES

The Company had no lease or equipment rental commitments, no underwriting commitments, no contingent liabilities, and had not been named as defendant in any lawsuit as of June 30, 2023.

NOTE 6. GUARANTEES AND INDEMNIFICATIONS

FASB ASC 460, Guarantees, requires the Company to disclose information about its obligations under certain guarantee arrangements. FASB ASC 460 defines guarantees as contracts and indemnification agreements that contingently require a guarantor to make payments to the guaranteed party based on changes in an underlying factor (such as an interest or foreign exchange rate, security or commodity price, an index or the occurrence or non-occurrence of a specified event) related to an asset, liability, or equity security of a guaranteed party. This guidance also defines guarantees as contracts that contingently require the guarantor to make payments to the guaranteed party based on another entity's failure to perform under an agreement, as well as indirect guarantees of the indebtedness of others.

The Company has issued no guarantees effective at June 30, 2023.

NOTE 7. SUBSEQUENT EVENTS

Effective October 20, 2023, tZERO ATS, LLC attained the business operations of tZERO Markets, LLC and was renamed tZERO Securities, LLC.

**tZERO ATS, LLC**  
**FINANCIAL STATEMENTS**  
**AS OF DECEMBER 31, 2022 AND FOR THE YEAR THEN ENDED**  
**INCLUDING REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

ANNUAL REPORTS  
FORM X-17A-5  
PART III

OMB APPROVAL
OMB Number: 3235-0123
Expires: Oct. 31, 2023
Estimated average burden hours per response: 12
SEC FILE NUMBER

FACING PAGE

Information Required Pursuant to Rules 17a-5, 17a-12, and 18a-7 under the Securities Exchange Act of 1934

FILING FOR THE PERIOD BEGINNING 01/01/2022 AND ENDING 12/31/2022  
MM/DD/YY MM/DD/YY

A. REGISTRANT IDENTIFICATION

NAME OF FIRM: tZERO ATS LLC

TYPE OF REGISTRANT (check all applicable boxes):

- ☒ Broker-dealer    ☐ Security-based swap dealer    ☐ Major security-based swap participant  
☐ Check here if respondent is also an OTC derivatives dealer

ADDRESS OF PRINCIPAL PLACE OF BUSINESS: (Do not use a P.O. box no.)

525 Washington Blvd, Suite 300

(No. and Street)

Jersey City

NJ

07310

(City)

(State)

(Zip Code)

PERSON TO CONTACT WITH REGARD TO THIS FILING

Joel Quall

917-275-2236

jquall@tzero.com

(Name)

(Area Code – Telephone Number)

(Email Address)

B. ACCOUNTANT IDENTIFICATION

INDEPENDENT PUBLIC ACCOUNTANT whose reports are contained in this filing\*

Baker Tilly US, LLP

(Name – if individual, state last, first, and middle name)

One Penn Plaza - Suite 3000 New York

NY

10119

(Address)

(City)

(State)

(Zip Code)

October 22, 2003

23

(Date of Registration with PCAOB)(if applicable)

(PCAOB Registration Number, if applicable)

FOR OFFICIAL USE ONLY

\* Claims for exemption from the requirement that the annual reports be covered by the reports of an independent public accountant must be supported by a statement of facts and circumstances relied on as the basis of the exemption. See 17 CFR 240.17a-5(e)(1)(ii), if applicable.

Persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

## OATH OR AFFIRMATION

I, Joel Quall, swear (or affirm) that, to the best of my knowledge and belief, the financial report pertaining to the firm of ZERO ATS LLC, as of 12/31, 2022, is true and correct. I further swear (or affirm) that neither the company nor any partner, officer, director, or equivalent person, as the case may be, has any proprietary interest in any account classified solely as that of a customer.

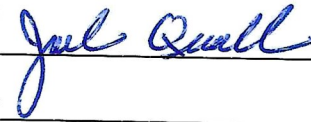
  
Notary Public

ALEX VLASTAKIS  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01VL6326757  
Qualified in Richmond County  
My Commission Expires 06-22-2023

Signature:

Title:

CFO/FINOP



### This filing\*\* contains (check all applicable boxes):

- ☒ (a) Statement of financial condition.
- ☒ (b) Notes to consolidated statement of financial condition.
- ☐ (c) Statement of income (loss) or, if there is other comprehensive income in the period(s) presented, a statement of comprehensive income (as defined in § 210.1-02 of Regulation S-X).
- ☐ (d) Statement of cash flows.
- ☐ (e) Statement of changes in stockholders' or partners' or sole proprietor's equity.
- ☐ (f) Statement of changes in liabilities subordinated to claims of creditors.
- ☐ (g) Notes to consolidated financial statements.
- ☐ (h) Computation of net capital under 17 CFR 240.15c3-1 or 17 CFR 240.18a-1, as applicable.
- ☐ (i) Computation of tangible net worth under 17 CFR 240.18a-2.
- ☐ (j) Computation for determination of customer reserve requirements pursuant to Exhibit A to 17 CFR 240.15c3-3.
- ☐ (k) Computation for determination of security-based swap reserve requirements pursuant to Exhibit B to 17 CFR 240.15c3-3 or Exhibit A to 17 CFR 240.18a-4, as applicable.
- ☐ (l) Computation for Determination of PAB Requirements under Exhibit A to § 240.15c3-3.
- ☐ (m) Information relating to possession or control requirements for customers under 17 CFR 240.15c3-3.
- ☐ (n) Information relating to possession or control requirements for security-based swap customers under 17 CFR 240.15c3-3(p)(2) or 17 CFR 240.18a-4, as applicable.
- ☐ (o) Reconciliations, including appropriate explanations, of the FOCUS Report with computation of net capital or tangible net worth under 17 CFR 240.15c3-1, 17 CFR 240.18a-1, or 17 CFR 240.18a-2, as applicable, and the reserve requirements under 17 CFR 240.15c3-3 or 17 CFR 240.18a-4, as applicable, if material differences exist, or a statement that no material differences exist.
- ☐ (p) Summary of financial data for subsidiaries not consolidated in the statement of financial condition.
- ☒ (q) Oath or affirmation in accordance with 17 CFR 240.17a-5, 17 CFR 240.17a-12, or 17 CFR 240.18a-7, as applicable.
- ☐ (r) Compliance report in accordance with 17 CFR 240.17a-5 or 17 CFR 240.18a-7, as applicable.
- ☐ (s) Exemption report in accordance with 17 CFR 240.17a-5 or 17 CFR 240.18a-7, as applicable.
- ☒ (t) Independent public accountant's report based on an examination of the statement of financial condition.
- ☐ (u) Independent public accountant's report based on an examination of the financial report or financial statements under 17 CFR 240.17a-5, 17 CFR 240.18a-7, or 17 CFR 240.17a-12, as applicable.
- ☐ (v) Independent public accountant's report based on an examination of certain statements in the compliance report under 17 CFR 240.17a-5 or 17 CFR 240.18a-7, as applicable.
- ☐ (w) Independent public accountant's report based on a review of the exemption report under 17 CFR 240.17a-5 or 17 CFR 240.18a-7, as applicable.
- ☐ (x) Supplemental reports on applying agreed-upon procedures, in accordance with 17 CFR 240.15c3-1e or 17 CFR 240.17a-12, as applicable.
- ☐ (y) Report describing any material inadequacies found to exist or found to have existed since the date of the previous audit, or a statement that no material inadequacies exist, under 17 CFR 240.17a-12(k).
- ☐ (z) Other: \_\_\_\_\_

\*\*To request confidential treatment of certain portions of this filing, see 17 CFR 240.17a-5(e)(3) or 17 CFR 240.18a-7(d)(2), as applicable.

## **Report of Independent Registered Public Accounting Firm**

To the Members and Board of Directors of tZERO ATS, LLC

### **Opinion on the Financial Statement**

We have audited the accompanying statement of financial condition of tZERO ATS, LLC (the Company) as of December 31, 2022, and the related notes (collectively referred to as the financial statement). In our opinion, the financial statement presents fairly, in all material respects, the financial position of the Company as of December 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

The financial statement is the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statement based on our audit. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether due to error or fraud. Our audit included performing procedures to assess the risks of material misstatement of the financial statement, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statement. Our audit also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statement. We believe that our audit provides a reasonable basis for our opinion.

We have served as the Company's auditor since 2016.

*Baker Tilly US, LLP*

New York, New York  
April 7, 2023

tZERO ATS, LLC  
STATEMENT OF FINANCIAL CONDITION  
AS OF DECEMBER 31, 2022

ASSETS

Cash	\$ 1,351,738
Segregated cash	6,018,847
Accounts receivable	22,173
Accounts receivable from affiliates, net	63,747
Prepaid expense	41,870
Other assets	<u>11,378</u>
 TOTAL ASSETS	 <u><u>\$ 7,509,753</u></u>

LIABILITIES AND MEMBER'S EQUITY

Liabilities:	
Accrued expenses and other liabilities	\$ 99,387
Accounts payable	46,097
Due to customers	5,295,866
Due to related party broker dealer	<u>250,000</u>
 TOTAL LIABILITIES	 5,691,350
 Member's Equity	 <u>1,818,403</u>
 TOTAL LIABILITIES AND MEMBER'S EQUITY	 <u><u>\$ 7,509,753</u></u>

The accompanying notes are an integral part of these financial statements



tZERO ATS, LLC  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2022

NOTE 1. ORGANIZATION

tZero ATS, LLC (the “Company”) is a clearing broker-dealer registered with the Securities and Exchange Commission (“SEC”) and is a member of the Financial Industry Regulatory Authority (“FINRA”) and the Securities Investor Protection Corporation (“SIPC”). The Company is an SEC and FINRA approved Alternative Trading System (“ATS”). The Company’s ATS is used for trading tZERO Preferred (TZROP), Aspen Digital (ASPD), Exodus Movement (EXOD), Curzio (CURZ), and Mayra Park (MYRA) security tokens. The company also facilitated customer trading of Overstock Digital Preferred (OSTKO), but ceased doing so in June 2022. The Company’s principal place of business is Jersey City, New Jersey.

The Company is a single-member limited liability corporation owned by tZERO Group, Inc. (“Parent”). The Company is economically dependent on the Parent for funding, for the loss of this relationship could impact the Company’s ability to continue operations. Management does not foresee any events that may result in the loss of this relationship or the ability to fund any deficit of tZERO ATS, LLC.

NOTE 2. SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The financial statements are prepared using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Cash and Cash Equivalents

Cash consists of funds on deposit at financial institutions. The Company has no cash equivalents on December 31, 2022, which would include highly liquid investments purchased with an original maturity of three months or less.

Financial instruments that potentially subject the Company to concentration of credit risk consist of cash deposits. Accounts at each institution are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to \$250,000. At December 31, 2022, the Company had \$845,135 in excess of the FDIC Insured limit.

Segregated Cash

Segregated cash represents amounts segregated in accordance with Rule 15c3-3 of the Securities Exchange Act of 1934. Under Rule 15c3-3, a broker-dealer carrying customer accounts is subject to requirements related to maintaining cash or qualified securities in a segregated reserve account for the exclusive benefit of customers. As of December 31, 2022, the Corporation held \$6,018,847 in segregated cash.

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2022

Receivables and Credit Policy

Receivables are obligations due from the customer (broker-dealers) under terms requiring payments up to thirty days from the previous production month. The Company does not accrue interest on unpaid receivables. Receipts of accounts receivable are applied to specific invoices identified on the customer remittance advice or, if unspecified, are applied to earliest unpaid invoices. Customer receivables balances with invoice dates that are greater than thirty days old are considered aged, non-allowable and reviewed for delinquency.

Current Expected Credit Loss

On December 31, 2022 the Company had \$22,173 receivable from third parties. The Company carries its receivables at cost less an allowance for credit losses to present the net amount expected to be collected as of the date of the statement of financial condition. The Company generally does not require collateral. The estimate of expected credit losses considers historical credit loss information that is adjusted for current conditions and reasonable and supportable forecasts.

There were no changes in the Company's estimate of expected credit losses during the year ended December 31, 2022, and collections of accounts receivable subsequent to the date of the statement of financial condition support the Company's determination that no allowance for expected credit losses was required as of December 31, 2022. The amount in the allowance on January 1, 2022 and December 31, 2022 was \$0.

Revenue Recognition

The Company follows the accounting guidance, "Revenue from Contracts with Customers" (Topic 606). Under Topic 606, a Company is required to recognize revenue to depict the transfer of goods or services to a customer at an amount reflecting the consideration it expects to receive in exchange for those goods or services. The Company earns commission revenue by executing trades. The Company recognizes 1% of the notional value of the securities traded as commission revenue, and there are no rebates or refunds. The Company's performance obligations consist of trade execution and are satisfied on the trade date; accordingly, commission revenues are recorded on the trade date. Commission revenues are received on settlement date; therefore, a receivable is recognized as of the trade date.

Prior to the Company permitting a security to be quoted for trading on the ATS, the Company conducts a due diligence review on its issuers and such securities to confirm they were issued, can be resold, and trading can be done in accordance with US securities laws. The diligence is refreshed on a semi-annual basis. The Company charges the issuer of each security a due diligence fee for such diligence reviews.

tZERO ATS, LLC  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2022

Contract Assets and Contract Liabilities

The timing of the revenue recognition may differ from the timing of payment from affiliates. The Company records a receivable when revenue is recognized prior to payment, and when the Company has an unconditional right to payment. The Company records contract liability when payment is received, prior to the time at which the satisfaction of the service obligation. There were no contract liabilities recognized as of December 31, 2022.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

The Company does not directly file federal and state income taxes as it is a single-member limited liability company that is disregarded for income-tax reporting purposes. The Company's income or loss is reportable by its sole member and included in the tax returns for the Parent. The Company records its proportional share of the income tax expense incurred by the Parent and treats this as an amount due to its Parent. However, no income was earned during the year ended December 31, 2022 was offset by affiliated company losses and accordingly no provision for income taxes was recorded. Further, management did not record a net deferred tax liability for the year ended December 31, 2022, due to the affiliate losses.

The Company recognizes and measures its unrecognized tax benefits in accordance with ASC Topic 740, Income Taxes. Under that guidance, the Company assesses the likelihood, based on technical merit, that tax positions will be sustained upon examination, based on the facts, circumstances and information available at the end of each period. The measurement of unrecognized tax benefits is adjusted when new information is available, or when an event occurs that requires a change.

The Company has determined that there are no uncertain tax positions which require adjustment or disclosure on the financial statements.

tZERO ATS, LLC  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2022

Due to Customers and Broker Dealer

These accounts represent the retail customer and issuing broker dealer cash balances custodied by the Company. As of December 31, 2022 the Due to Customers and Broker Dealer balances were \$5,295,866 and \$250,000, respectively.

NOTE 3. NET CAPITAL REQUIREMENTS

The Company is subject to the SEC Uniform Net Capital Rule (SEC Rule 15c3-1), which requires the maintenance of minimum net capital and requires that the ratio of aggregate indebtedness to net capital, both as defined, shall not exceed 15 to 1 (and the rule of the 'applicable' exchange also provides that equity capital may not be withdrawn or cash dividends paid if the resulting net capital ratio would exceed 10 to 1).

In February 2022, the Company began operating as a clearing firm, increasing its required minimum net capital requirement from \$5,000 to \$250,000. On December 31, 2022, the Company had net capital of \$1,679,244, which was \$1,429,244 in excess of its required net capital. The Company's net capital ratio was 0.0866 as of December 31, 2022.

NOTE 4. RELATED PARTY AND AFFILIATED TRANSACTIONS

For the twelve months ended December 31, 2022 the Company earned clearing income from its affiliate issuing broker-dealer, tZERO Markets. As of December 31, 2022 there was a receivable of \$65,038.

On October 1, 2020, the Company entered into an expense sharing agreement with t0 Technologies, LLC, a Delaware limited liability company and wholly owned subsidiary of the Parent. For the year ended December 31, 2022, the Company paid and incurred technology related services, rent and managerial support to t0 Technologies, LLC. The expense share amounts were determined by an allocation of technology related services and rent based on trade activity and number of users accessing the services. Due to overpayments during 2022, there was a net receivable of \$130,937 from t0 Technologies as of December 31, 2022.

On October 1, 2020, the Company entered a service and expense sharing agreement with the Parent. The agreement was for a one-year period, thereafter the term shall be automatically extended for successive periods of one year. The expense share amounts were determined by an allocation of payroll & benefits for employees' time spent between the Parent and the Company, as well as and estimated allocation of office space and associated utilities between the Parent and the Company. The agreement covers payroll, utility and office space. As of December 31, 2022, there was a net payable of \$132,228.

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2022

NOTE 5. COMMITMENTS AND CONTINGENT LIABILITIES

The Company had no lease or equipment rental commitments, no underwriting commitments, no contingent liabilities, and had not been named as defendant in any lawsuit as of December 31, 2022.

The Company can be party to certain claims, suits and complaints arising in the ordinary course of business. In the opinion of management, all such matters are without merit, or involve amounts which would not have a significant effect on the financial position of the company.

NOTE 6. GUARANTEES AND INDEMNIFICATIONS

FASB ASC 460, Guarantees, requires the Company to disclose information about its obligations under certain guarantee arrangements. FASB ASC 460 defines guarantees as contracts and indemnification agreements that contingently require a guarantor to make payments to the guaranteed party based on changes in an underlying factor (such as an interest or foreign exchange rate, security or commodity price, an index or the occurrence or non-occurrence of a specified event) related to an asset, liability, or equity security of a guaranteed party. This guidance also defines guarantees as contracts that contingently require the guarantor to make payments to the guaranteed party based on another entity's failure to perform under an agreement, as well as indirect guarantees of the indebtedness of others.

The Company has issued no guarantees effective at December 31, 2022.

NOTE 7. SUBSEQUENT EVENTS

The Company had several bank accounts at Signature Bank. On March 19, 2023 the FDIC entered into a purchase and assumption agreement for the acquisition of substantially all deposits and certain loan portfolios of Signature Bank by Flagstar Bank, N.A. The 40 former branches of Signature Bank began operating under Flagstar Bank, N.A., on Monday, March 20. Flagstar Bank disallowed any and all depositors related to digital assets, so the Company closed all of its accounts and transferred all funds to new accounts at the BMO Harris Bank. The Company did not incur any financial loss related to the closure of their Signature Banks accounts.

We have evaluated the impact of all subsequent events through April 7, 2023, the date these financial statements were available to be issued and determined that all subsequent events have been appropriately recognized and disclosed in the accompanying financial statements.



**Annex B**  
**Verify Investor, Inc.**  
**User Agreement**

This Annex was last updated on June 23, 2023.

This User Agreement together with all Exhibits and any accompanying or supplemental agreements and documents referenced herein (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**Annex**”) is made and entered into between Verify Investor, Inc. (“**Verify Investor**”, “**us**”, “**our**”, or “**we**”), and you or, if you are accessing the Verification Platform (as defined below) or using our Services on behalf of another Entity, that Entity (in either case, “**you**” or “**your**”).

This Annex and the tZERO Master Terms of Use (“**Terms**”) together form your agreement with Verify Investor (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”) regarding your access to and use of Verify Investor’s online platform for and related Services provided by Verify Investor through the Platform (the “**Verification Platform**”). If for any reason you have not entered into the Terms at the time you enter into this Annex, then by entering into this Annex, you agree to enter into and be bound by the Terms. In the event of a conflict between the Terms and this Annex or overlapping subject matter with the Terms, the terms of this Annex will control as to our Services provided to you by Verify Investor and the Terms (and any other Annex) will control in all other respects. Capitalized terms used and not otherwise defined in this Annex have the meaning assigned to such terms in the Terms.

By clicking a prompt to access the Verification Platform or by accessing or using the Verification Platform or any Services or Content provided by Verify Investor or made available through the Verification Platform, you agree to enter into and be bound by this Annex. If you are entering into this Annex on behalf of an Entity, by clicking a prompt to access the Verification Platform or by accessing or using the Verification Platform or any Services or Content provided or made available through the Verification Platform, you represent and warrant that you have authority to bind that Entity. If you do not have such authority or you do not agree to this Annex, do not agree to these terms via “click through” and do not access or use the Verification Platform or any Services or Content provided or made available through the Verification Platform.

**THIS ANNEX CONTAINS AN ARBITRATION PROVISION, WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AND PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.**

**This Annex describes how we will service your account. It is a legal document that outlines our obligations to you and your obligations to us. It covers how we agree to address the most important issues that may arise between you and us. PLEASE BE SURE to read this Annex prior to using the Verification Platform.**

## **1. ABOUT VERIFY INVESTOR’S SERVICE**

Verify Investor’s Service is designed to provide you with information and services to assist in verifying whether a potential verification party is an accredited investor, a qualified purchaser, or a qualified client or other diligence or verification services. As a general user of Verify Investor’s Service or as a “**Verification Party**” and/or a “**Requesting Party**.”

- You are a **“Verification Party”** if you use Verify Investor’s Service to verify your status as an accredited investor, qualified purchaser, or qualified client or other diligence or verification services.
- You are a **“Requesting Party”** when you use our Service to verify the status of a Verification Party that is not you.

Unless otherwise stated, all terms and conditions contained in this Annex apply to you regardless of whether you are a Verification Party, Requesting Party, or general user of Verify Investor’s Service. If you access the Verify Investor’s Service on behalf of a spouse or spousal equivalent, a third party or you are an agent, you must comply with the provisions in Section 6 of this Annex.

Each verification of a Verification Party’s status as an accredited investor, qualified purchaser, or qualified client is completed by a licensed attorney or other reviewer engaged by us (each a **“Reviewer”**). You understand and agree that Reviewers will determine, in their sole and reasonable discretion, whether to verify the status of a Verification Party as an “accredited investor,” a “qualified purchaser,” a “qualified client,” or other designation as appropriate. Any determination a Reviewer makes in verifying the status of a Verification Party is final. You acknowledge and agree that your use of Verify Investor’s Service does not establish any attorney-client relationship between you and either Verify Investor or any of its affiliates or any Reviewer.

All references to “accredited investor” mean “accredited investor” as defined in Rule 501 of Regulation D of the Securities Act of 1933, as amended; all references to “qualified purchaser” mean “qualified purchaser” as defined in Section 2(a)(51) of the Investment Company Act of 1940, as amended; and all references to “qualified client” mean “qualified client” as defined in Rule 205-3 of the Investment Advisers Act of 1940, as amended.

THE INVESTMENT COMPANY ACT OF 1940 AND THE INVESTMENT ADVISERS ACT OF 1940 DO NOT PROVIDE A SAFE HARBOR IN THE EVENT AN ISSUER FAILS TO ESTABLISH THE STATUS OF AN INVESTOR AS A QUALIFIED PURCHASER OR A QUALIFIED CLIENT, RESPECTIVELY. FURTHERMORE, THE SEC HAS NEVER PROVIDED GUIDANCE AS TO WHAT CONSTITUTES AN ADEQUATE INQUIRY TO VERIFY THAT AN ISSUER HAS A “REASONABLE BELIEF” AS TO INVESTOR STATUS AS A “QUALIFIED PURCHASER” UNDER THE INVESTMENT COMPANY ACT OF 1940 OR A “QUALIFIED CLIENT” UNDER THE INVESTMENT ADVISERS ACT OF 1940.

## **2. NO LEGAL OR PROFESSIONAL OR OTHER OPINION.**

NEITHER VERIFY INVESTOR NOR ANY OF ITS AFFILIATES PROVIDE LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL SERVICES, HOLDS ITSELF OUT AS PROVIDING OR CREATES ANY EXPECTATION OR IMPLICATION OF PROVIDING ANY OF THE FOREGOING, OR RENDERS ANY LEGAL, ACCOUNTING OR OTHER PROFESSIONAL OPINIONS OR ADVICE. LICENSED PROFESSIONALS MAY SEPARATELY PROVIDE LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL SERVICES USING THE TECHNOLOGY PROVIDED BY OUR SERVICE, AND THOSE PROFESSIONALS MAY ALSO RENDER LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL OPINIONS OR ADVICE INDEPENDENT OF OUR SERVICE. THE REVIEWERS OWE NO OBLIGATION TO YOU AND ARE NOT PROVIDING YOU WITH ANY LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL ADVICE OR SERVICES. YOU WILL NOT REQUEST, AND YOU ACKNOWLEDGE YOU ARE NOT RECEIVING, ANY LEGAL, ACCOUNTING, OR OTHER PROFESSIONAL ADVICE AS PART OF OUR SERVICE. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO CONSULT WITH INDEPENDENT COUNSEL REGARDING YOUR USE OF VERIFY INVESTOR’S SERVICE OR ANY OTHER RELATED MATTERS WHEN YOU DETERMINE YOU ARE IN NEED OF LEGAL OR ANY OTHER PROFESSIONAL ADVICE.

## **3. ELIGIBILITY.**

You may only access and use Verify Investor's Service if you are 18 years of age or older and meet the other eligibility requirements specified in this Annex. If you do not meet any of the requirements for Verify Investor's Service, you may not access or use Verify Investor's Service.

#### 4. VERIFY INVESTOR'S RIGHTS.

- a. Reservation of Rights. You acknowledge and agree that we reserve the right to: (i) discontinue Verify Investor's Service (in whole or in part), at any time and with or without reason; and (ii) suspend or disable your access to Verify Investor's Service, if we determine, in our sole judgment, that you are in violation of this Agreement or any applicable law or that your use of Verify Investor's Service may expose Verify Investor to liability of any kind or may adversely affect the reputation or goodwill of Verify Investor.
- b. Intellectual Property Ownership. Verify Investor's Services and all rights, title and interest (including, without limitation, all copyrights, moral rights, trademark rights, trade dress rights, trade secret rights, patent rights, and all other intellectual property or proprietary rights) and any additions, improvements, updates and modifications thereto, are the property of Verify Investor and/or its licensors; provided, however, that, subject to revocation at our sole discretion at any time, you may display the Verify Investor trademark for marketing purposes. Other than a limited license to use as specified in Section 7 of this Annex, you receive no ownership interest in or to Verify Investor's Service and you are not granted any right or license to use Verify Investor's underlying content, software, or other technology, apart from your ability to access Verify Investor's Service pursuant to this Annex. Any unauthorized use or exploitation of the property of Verify Investor or its licensors is strictly prohibited and may result in civil and/or criminal penalties. Verify Investor and its licensors reserve all rights not expressly granted herein. There are no implied rights or licenses granted to you under this Agreement.

#### 5. YOUR ACCOUNT

- a. Account Creation. You must register for an account ("**Account**") in order to use Verify Investor's Service as a Verification Party or Requesting Party. When creating or updating an Account, you are required to provide Verify Investor with certain information that can be used to identify you, such as your name, e-mail address, and, in some cases, payment information. You represent and warrant that all information you supply to Verify Investor will be accurate and complete and that you keep such information current (or cause it to be kept current).
- b. Account Access. During the Account creation process, you will be asked to provide your email address, which you will use as your username for your Account. You will also be required to create a password, which, together with your username, we refer to as your "**Login Information**". The following rules govern the security of your Login Information:
  - i. You will not share your Account or your Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account;
  - ii. If you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of your Login Information, you must immediately notify Verify Investor and modify your Login Information;
  - iii. You are solely responsible for maintaining the confidentiality of your Login Information, and you will be responsible for all uses of your Login Information and Account, including purchases, whether or not authorized by you; and
  - iv. You are responsible for any activities associated with your Account and agree that all acts and omissions associated with your Account will be treated as if they are your own acts and omissions.



- c. Cancellation of Your Account. You may discontinue using Verify Investor's Service and your Account at any time. If you also wish to disable access to your Account, you may do so at any time by contacting us through Verify Investor. If you cancel your Account, it will be treated as if your Account was disabled. Upon cancellation of an Account, no further verification requests will be accepted and all verification requests in process will be completed. You may not cancel a verification request once it has been submitted. For additional information on the effect of canceling your Account, see Section 15. If we or you cancel your Account, we will maintain your Personally Identifiable Information in accordance with our Privacy Policy available in Annex D to the Agreement.

## **6. ACTING ON BEHALF OF A SPOUSE OR SPOUSAL EQUIVALENT OR AS AN AGENT FOR ENTITY OR THIRD PARTY.**

If you are submitting information of or about your spouse or spousal equivalent or as an agent for an entity or third party (such spouse, spousal equivalent, entity or third party is referred to as a "**Represented Party**") or are entering into this Annex on behalf of a Represented Party, you represent and warrant that you have the right and authority to act on behalf of such Represented Party and to submit such information us.

## **7. YOUR USE OF OUR SERVICE.**

- a. Our License to You. Subject to your agreement and continuing compliance with this Annex, Verify Investor will permit you and individuals who work for you to access and use our Service solely for your own internal and personal purposes. You agree not to use our Service for any other purpose. You will ensure that individuals working for you comply with this Annex.
- b. User Interactions; Release. You are solely responsible for your interactions with other users and any other third parties with whom you interact through our Service. Verify Investor reserves the right, but has no obligation, to become involved in any way with these disputes. If you have a dispute with one or more users, you release us and the tZERO Parties from claims, demands, liabilities and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- c. Violation of Terms. Any use of our Service in violation of this Annex is strictly prohibited, can result in the immediate revocation of your limited right to access and use of our Service, including disabling your Account and Login Information, and may subject you to liability for violations of law.

## **8. DETERMINATION OF DILIGENCE PARTY STATUS.**

- a. Submission of Verification Party Information. Information regarding a Verification Party may be submitted directly by the Verification Party or by a Requesting Party on behalf of the Verification Party. You acknowledge and agree that any information, data, or other content regarding any Verification Party that you submit to or transmit through our Service (either on your own behalf as a Verification Party or as a Requesting Party) is Your Content and may be treated by us as Your Content under this Agreement.
- b. Accuracy of Verification Party Information. We are entitled to and may evaluate all information submitted regarding any Verification Party as if such information is accurate and complete. You acknowledge and agree that we are not required to make, and shall not be deemed have made, any attempt to independently verify the accuracy or completeness of such information.

- c. Not a Registered Broker-Dealer. Without limiting the foregoing, you acknowledge that Verify Investor is not a registered broker-dealer, funding portal, underwriter, investment bank, or investment advisor and our Service and other obligations of Verify Investor do not require that Verify Investor engage in any conduct that would require such registration in any jurisdiction.
- d. No Brokerage Services. Verify Investor's Services do not include any brokerage services. Verify Investor takes no part in the solicitation of, or any evaluation of the suitability of any Verification Party with respect to, any investment or transaction whether in or in connection with any Requesting Party or otherwise. Any broker-dealer, investment advisory, or other services offered by third-parties (including by affiliates of Verify Investor that offer Services on other portions of the Platform) that are utilized by you or any other user are separate and apart from our Services or other obligations performed by or on behalf of us under this Annex.

## **9. ADDITIONAL TERMS APPLICABLE TO REQUESTING PARTIES.**

- a. Applicability. The terms in this Section 9 apply to you when you are using our Service as a Requesting Party.
- b. Dependence Upon Verification Party Information. We are not responsible for verifying the status of any person or entity as an accredited investor, qualified purchaser, or qualified client or other diligence or verification services if a verification request is not created for such person or entity and such person or entity does not use our Service to provide information requested by our Service for a Verification Party.
- c. Reasonable Belief. If you use our Service to submit or transmit content regarding any Verification Party for purposes of verifying that the Verification Party is a qualified purchaser or qualified client, you represent and warrant that you reasonably believe that the Verification Party is a qualified purchaser or qualified client at the time you submit or transmit such Content to our Service.
- d. Verification Party Information. If you use our Service to submit or transmit information, data, or other content regarding any Verification Party or other user besides yourself, or if you use our Service to obtain any information, data, or other content from or about any Verification Party or other users besides yourself, you covenant and agree that you will not take any actions with such information, data, or content without obtaining all necessary rights and permissions from such Verification Party or other user to avoid you breaching any agreement with or violating the rights of such Verification Party or other user. You acknowledge and agree that we are not responsible for obtaining any such rights or permissions from any Verification Party or other user on your behalf regarding your use of any information, data, or content you obtain about any Verification Party or other user through our Service.
- e. Contact. If you use our Service to ask us to contact any third party as a potential Verification Party, you grant us all necessary rights and permissions to contact such potential Verification Party. You represent and warrant that any such potential Verification Party has previously contacted you for the purpose of possibly purchasing securities or conducting another transaction with you and that such potential Verification Party has consented to be contacted by Verify Investor for the purpose verifying such potential Verification Party's status as an accredited investor, qualified purchaser, qualified client, or other designation as appropriate.

## **10. ADDITIONAL TERMS APPLICABLE TO VERIFICATION PARTIES.**

- a. Applicability. The terms in this Section 10 apply to you if you are using our Service as a Verification Party.

- b. Suitability of Investment or Transaction. You understand and agree that we do not make any representations or provide any advice regarding the suitability of any investment or potential investment or other transaction for any Verification Party, including any investment or potential investment or transaction within a Requesting Party.
- c. Investments. We do not act as an agent or representative of any Requesting Party, and any transactions you make regarding the purchase of securities in a Requesting Party do not involve us.

## **11. REPRESENTATIONS AND WARRANTIES GENERALLY.**

You represent and warrant that: (1) you have the legal right and authority to enter into this Agreement; (2) this Agreement forms a binding legal obligation on your behalf; (3) you have the right to perform your obligations under this Agreement and to grant the rights and licenses described herein; and (4) your use of and access to our Service, including, without limitation, Account information, Your Content, and any other data or information you may provide or generate through your use of or access to our Service, will comply with all applicable laws, rules, and regulations and will not cause Verify Investor itself to violate any applicable laws, rules, and regulations or any rights of any other user or third party. If you use our Service and are acting as an employee or agent of a non-individual entity, you represent and warrant that you have all necessary power, right, and authority to cause such entity to be bound by this Agreement.

## **12. FEES.**

You agree to pay all fees and applicable Taxes incurred by you or anyone using your Account. Verify Investor may revise the pricing for its Service at any time.

**YOU ACKNOWLEDGE THAT VERIFY INVESTOR IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED PRODUCTS AND SERVICES (INCLUDING A VERIFICATION REQUEST THAT IS UNCLAIMED, EXPIRED, CANCELED, COMPLETED, OR DISABLED) OR WHEN AN ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.**

You represent to Verify Investor and our third party payment processor that you have the right to use any credit card or other means of payment that you provide to us and that all billing information you provide is truthful and accurate. You assume exclusive liability for any and all taxes, tariffs, fees, duties, withholdings or like charges, whether domestic or foreign, now imposed or hereafter becoming effective ("**Taxes**") related to our Service and your purchases from Verify Investor (other than Taxes based on the net income of Verify Investor), including without limitation, federal, provincial, state and local Taxes, value-added Taxes, goods and services Taxes, stamp, documentary, excise or property Taxes, duties and other governmental charges. You shall pay for our Service at the current prices. You hereby authorize us to charge your credit card account for all payments when due. In the event the credit card account you provide us expires or is terminated, you will promptly furnish us with valid replacement credit card account information, which we are then authorized to charge in accordance with this Agreement. In the event any such credit card charges are rejected, dishonored, or reversed, you agree to promptly pay the applicable charges upon demand.

## **13. SERVICE UPDATES.**

You understand that our Service undergoes frequent changes. You acknowledge and agree that Verify Investor may update its Service without notifying you. You may cease using Verify Investor's Service if you do not agree to any modification, however, you will be deemed to have agreed to any modifications through your continued use of our Service. Verify Investor also reserves the right to discontinue or stop offering you Services at which point your Account and your right to access and use Verify Investor's Service may be automatically disabled.

## **14. TERMINATION AND SUSPENSION.**

- a. Termination or Suspension by Verify Investor. We may terminate this Agreement and/or disable your Account and your right to access or use our Service and any of Your Content at any time, for any reason or no reason, in our sole discretion, with or without notice to you. We also reserve the right to suspend or limit your access to your Account and our Service for any reason or no reason, in our sole discretion, with or without notice to you. During any such suspension, you may not access or use our Service, your Account, or any of Your Content.
- b. Effect of Cancellation, Termination or Disabling. Upon termination or cancellation of this Agreement or disabling of your Account for any reason:
- i. All rights granted to you under this Agreement will terminate;
  - ii. You will cease all use of and access to our Service, your Account, and all of Your Content;
  - iii. You will cease use of, disable and/or delete any of Your Content you have downloaded prior to termination;
  - iv. We may retain any and all of Your Content;
  - v. We will be under no obligation or duty to provide you with any copies of Your Content, any other information you have provided to our Service, or access to any content already submitted to our Service;
  - vi. All fees or other amounts incurred through your Account or which you have otherwise incurred under this Agreement will become payable;
  - vii. We shall not be required to provide refunds, benefits or other compensation to you in any form; and
  - viii. We may, in our sole discretion, disable your Account.
- c. Survival. Following any termination or the suspension or deactivation of your Account or this Agreement, you will continue to be bound by this Agreement, which, by their nature, survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity, and limitations of liability.
- d. No New Accounts. If we terminate this Agreement, or during any suspension of your access to our Service or your Account, you may not attempt to access or use our Service or to create any new Account, whether by agreeing to this Agreement again or by otherwise accessing or using our Service, unless or until we have provided you with our separate written permission for you to do so. Any attempt you may make to agree to this Agreement following termination, or during any suspension, is hereby rejected by Verify Investor.

## 15. DISCLAIMERS.

- a. By using our Service, you acknowledge and agree as follows:
- i. **NOT AN AGENT OR BROKER.** VERIFY INVESTOR DOES NOT ACT AS AN AGENT FOR ANY PARTY USING OUR SERVICE. ANY INVESTMENT DECISIONS AND SECURITIES PURCHASE TRANSACTIONS INVOLVING A REQUESTING PARTY AND VERIFICATION PARTY DO NOT INVOLVE VERIFY INVESTOR AS A PARTY AND MUST BE ARRANGED DIRECTLY BETWEEN A REQUESTING PARTY AND A VERIFICATION PARTY.
  - ii. **SECURITY AND CONFIDENTIALITY.** THOUGH OUR SERVICE IS DESIGNED TO ALLOW VERIFICATION PARTIES TO REDACT INFORMATION OF THEIR CHOOSING AND TO ALLOW CERTAIN INFORMATION SUBMITTED BY USERS TO BE INACCESSIBLE TO REVIEWERS, OTHER USERS, AND THIRD PARTIES, YOU EXPRESSLY ACKNOWLEDGE THAT VERIFY INVESTOR CANNOT GUARANTEE THAT A PARTY WHO IS UNAUTHORIZED TO VIEW OR ACCESS INFORMATION YOU SUBMIT WILL BE

PREVENTED FROM VIEWING OR ACCESSING SUCH INFORMATION IF OUR SERVICE OR THE SERVERS, SOFTWARE, HARDWARE OR SYSTEMS USED TO PROVIDE OUR SERVICE (“**SERVICE SYSTEMS**”) ARE HACKED OR SOMEONE ENGAGES IN UNAUTHORIZED ACCESS TO OUR SERVICE SYSTEMS. IN ORDER TO PROVIDE OUR SERVICE, OUR SERVICE DOES DISPLAY CERTAIN INFORMATION YOU PROVIDE TO REVIEWERS BUT OUR SERVICE ALLOWS A USER TO DESIGNATE THAT CERTAIN OF THE INFORMATION THEY PROVIDE TO VERIFY INVESTOR NOT BE DISPLAYED TO REVIEWERS. FAILURE ON THE PART OF A USER TO USE THE FEATURES REFERENCED IN THE PREVIOUS SENTENCE MAY RESULT IN A USER’S CONFIDENTIAL OR PERSONALLY IDENTIFIABLE INFORMATION BEING DISCLOSED TO OTHER REVIEWERS AND VERIFY INVESTOR IS NOT RESPONSIBLE FOR ANY HARM THAT MAY RESULT FROM SUCH DISCLOSURE.

## **16. GOVERNING LAW; ARBITRATION; WAIVER OF CLASS ACTION.**

a. **Governing Law.** The interpretation of the rights and obligations of the parties under the Agreement, and any dispute of any nature that might arise between you and Verify Investor, will be governed by the Laws of the State of New York, USA, as such laws apply to contracts between New York residents performed entirely within New York, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement, and the parties hereby disclaim the application thereof.

b. **Precondition to Claims.** You shall not institute legal proceedings against Verify Investor without first completing the dispute resolution process set forth below. You agree that failure to complete this dispute resolution process is grounds for dismissal without prejudice of any legal proceedings. You shall direct any complaint to Verify Investor and not to its consignors.

c. **Dispute Resolution Process.** The following dispute resolution process shall apply to any Dispute (as defined below) related to or arising out of your relationship with Verify Investor. You agree that you shall first notify Verify Investor of the Dispute in writing at least twenty (20) days in advance of initiating arbitration or the small claims court action (if applicable) described herein and attempt to informally negotiate a resolution to the Dispute in good faith. Notice to us should be sent via email to: legal@tzero.com. The notice of Dispute must: (a) include your name, address, phone number, and e-mail address(es) used to register with or use the services; (b) describe the nature and basis of the Dispute; (d) enclose and/or identify all relevant documents and/or information; and (e) set forth the specific relief sought. If Verify Investor and you do not reach an agreement to resolve the Dispute within twenty (20) days after the notice is received, you may commence a formal arbitration proceeding or small claims court action (if applicable).

d. **Submission to Arbitration.**

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU UNDERSTAND AND AGREE THAT BY THIS PROVISION, YOU AND YOUR REPRESENTATIVES ARE FORGOING THE RIGHT TO SUE IN COURT (EXCEPT AS SET FORTH BELOW) AND HAVE A JURY TRIAL. YOU AGREE THAT ANY AND ALL DISPUTES THAT HAVE ARISEN OR MAY ARISE BETWEEN VERIFY INVESTOR AND YOU (INCLUDING YOUR REPRESENTATIVES) SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY.

You, your representatives, and Verify Investor agree that any and all disputes, controversies, or claims between them arising under, out of, or relating to the Platform, Services, or Content or the Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination of the

Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to the Agreement or any of the foregoing (“**Disputes**”) shall be submitted to and resolved exclusively by binding arbitration in accordance with the procedures set forth in this Section. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to (1) Disputes that arose before your agreement to the Agreement or any prior agreement; and (2) Disputes that are currently the subject of purported class action litigation in which you are not a member of a certified class.

**e. Mandatory and Binding Arbitration Procedures.**

Except as noted below, if any Dispute cannot be resolved through negotiations between the parties within twenty (20) days of notice from one party to the other of the Dispute, such Dispute will be finally settled through binding arbitration before the American Arbitration Association (“**AAA**”) under its Commercial Arbitration Rules then in effect unless it is determined by the AAA that the fee schedule and/or other provisions of the AAA’s Consumer Rules apply to the Dispute. The AAA’s Commercial Arbitration Rules or, if applicable to a particular Dispute, the AAA’s Consumer Rules are defined herein as the “**Rules.**” Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the “**Initial Period**”) after either party to the Agreement delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by Verify Investor in New York, NY, USA (Borough of Manhattan). The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrator will require payment of the costs, fees (including reasonable attorneys’ fees) and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees (including reasonable attorneys’ fees) and expenses incurred in enforcing the award shall be charged against the party that resists its enforcement. To the fullest extent permitted by applicable Law, no arbitration shall be joined with an arbitration involving any other party subject to the Agreement, whether through class arbitration proceedings or otherwise.

Notwithstanding the foregoing, you agree that the following matters shall not, at the election of Verify Investor, be subject to binding arbitration: (a) any dispute concerning Verify Investor’s or its suppliers or service providers’ Intellectual Property Rights; (b) any dispute related to or arising from allegations of criminal activity; or (c) any claim for injunctive relief.

**f. Class Action Waiver.** ANY PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. NEITHER PARTY SHALL BE A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING, AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY’S INDIVIDUAL DISPUTE OR CLAIM. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S DISPUTES, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. VERIFY INVESTOR DOES NOT CONSENT TO CLASS ARBITRATION. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

**g. Small Claims.** We both may choose to pursue any Dispute in small claims court (rather than arbitration) where jurisdiction and venue over Verify Investor and you are proper, and where the claim does not include a request for any type of equitable relief, and so long as the matter advances on an individual (non-class) basis.

**h. Injunctive Relief.** Notwithstanding anything to the contrary in the foregoing, either party may bring suit in court seeking temporary or preliminary injunctive relief, which shall then be subject to review by the arbitrator should such party further seek permanent injunctive relief in arbitration.

i. **Time Limit to Pursue Dispute.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Agreement or your relationship with Verify Investor must be filed within one (1) year after such claim or cause of action arose or be forever barred.

j. **Effect of Changes on Arbitration.** Notwithstanding the provisions of Section 18 “Updates to the Terms” below, if Verify Investor changes any of the terms of this Section 16 after the date you most recently accepted the terms of the Agreement, you may reject any such change by sending us written notice (including by email to [legal@tzero.com](mailto:legal@tzero.com)) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Verify Investor’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and Verify Investor in accordance with the terms of this Section 16 as of the date you most recently accepted the terms of the Agreement.

k. **Severability.** If a court decides that any provision of this Section 16 is invalid or unenforceable, that provision shall be severed and the other parts of this Section 16 shall still apply. In any case, the remainder of the Agreement will continue to apply.

l. **Continuation.** This Section 16 shall survive any termination of this Annex.

## 17. ELECTRONIC COMMUNICATIONS.

When you use our Service, you are communicating with us electronically, and you consent to receiving communications from us electronically, including emails and messages through our Service, including messages posted to your Account. You acknowledge and agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that the same be in writing.

## 18. UPDATES TO THE TERMS.

Verify Investor reserves the right, at our discretion, to change, modify, add or remove portions of this Agreement at any time by posting the amended Terms through or on our Service. You agree that the party submitting contact information when registering for our Service will have been deemed to have received notice of changes or updates to Terms on your behalf when such notices have been sent using such contact information. You may also be given additional notice, such as an e-mail message or messaging within our Service, of any changes. You will be deemed to have accepted such changes by continuing to use our Service after the posting or delivery of notice of amended Terms. Verify Investor may also revise other policies, codes or rules at any time, and the new versions will be available on our Service.

## 19. GENERAL PROVISIONS.

If any provision of this Agreement is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, the invalidity, illegality or unenforceability of such provision shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect. No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision or a waiver of any other provision, and Verify Investor’s failure to assert any right under this Agreement or to enforce any provision of this Agreement shall not be deemed a waiver of such right or provision. Verify Investor may assign its rights and obligations under this Agreement to any third party at any time without notice to you. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors, heirs, trustees, administrators, and assigns. This Agreement contain the final and entire agreement of the parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the subject matter hereof.

## 20. CONTACT US

You may contact us at:

Verify Investor Terms Administrator  
6136 Frisco Square Blvd, Suite 400, #414  
Frisco, TX 75034

with a copy to:

299 South Main Street, Suite 2270  
Salt Lake City, UT 84111  
Attention: Legal Department.





## Annex C Privacy Policy & Related Notices

This Privacy Policy was last revised and updated on October 20, 2023.

Thank you for your interest in tZERO. tZERO is committed to protecting the privacy of our users, and we strive to provide a safe and secure user experience.

This tZERO Privacy Policy (“**Privacy Policy**”) describes how we collect, share, and use personal information we collect in connection with your use of the websites, services, applications, platforms, mobile applications, and social media pages owned or operated by tZERO Technologies, LLC (“**tZERO Tech**”) and certain of its affiliates (collectively, “**tZERO**,” “**we**,” “**us**,” or “**our**”), and offline when you contact us electronically, by mail or through our customer service center (together, our “**Services**”). This Privacy Policy also explains your privacy rights.

This Privacy Policy includes the following Sections. You can jump to particular topics by clicking the headings below:

- Additional Privacy Notices
- What Information We Collect
- How We Collect Information
- How We Protect the Information We Collect
- How We Share the Information We Collect
- How Long We Retain Your Information
- Transfer of Personal Information Outside the US
- What Choices and Rights You Have Regarding Your Information
- Residents of the European Economic Area, Switzerland or the United Kingdom
- California Residents
- Additional Information
- How To Contact Us Regarding This Privacy Policy

### **Additional Privacy Notices**

Certain additional tZERO privacy-related notices that may apply are posted herein. If and where required by law, you may also receive an additional privacy notice in connection with your use of a particular product or relationship with a specific business.

### **What Information We Collect and Why**

When we use the term “personal Information” in this Privacy Policy, we are referring to information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. We collect the following types of information when you use our Services or interact with us. When you use certain tZERO products and services, we collect additional specific information related to your use of those products and services. We have noted below when that happens.

<b><u>Context</u></b>	<b><u>Types of Data</u></b>	<b><u>Primary Purpose for Collection and Use of Data</u></b>
<b>Account, Customer, and Contact Information</b>	<p>We collect your (and in some cases our customers' employees') name and contact information, such as email address, mailing and physical address, phone or mobile number, zip code, date of birth, information about your spouse, location data, photographs, videos, comments, passport or driver's license numbers, national/tax identification numbers, number and country of issuance of other government-issued documents, and other identification verification when you create an account. We also collect information relating to the actions that you perform while logged into your account.</p> <p>We also collect your crypto virtual currency digital wallet addresses, and photographs or images of you.</p>	<p>We use this information to provide account related functionalities to our users, including creating, maintaining, and securing your account, verifying your identity, communicating with you, for billing purposes, and to provide Services to you. In some circumstances, we also collect this information to comply with applicable law, including "know your customer" laws.</p> <p>We also use this information for easy checkout and to save your preferences and transaction history.</p>
<b>Commercial Information</b>	<p>We collect details of queries, complaints, feedback or issues related to our Services; and credit card information, banking information and other payment processing information.</p> <p>We also collect information about your trading experience, transaction history, details of investing, and your access to the Services, such as your log in activity.</p> <p>We also collect your payment history, transaction or loss history, purchase history, banking information, transactions through the</p>	<p>We collect this information in order to provide you Services, to respond to your queries, complaints, or feedback. In some circumstances, we also collect this information to comply with laws, including "know your customer" laws.</p> <p>We also use this information to confirm your status as an accredited investor, qualified purchaser, qualified client, and to understand other suitability requirements. We also use this information to improve our risk mitigation systems to make sure that we meet your needs by ensuring the Services we</p>

<b><u>Context</u></b>	<b><u>Types of Data</u></b>	<b><u>Primary Purpose for Collection and Use of Data</u></b>
	Services, and other payment processing information.	<p>provide are suitable for your circumstances.</p> <p>We also use this information to place your transactions and the actions taken on the Services and for regulatory compliance purposes.</p>
<b>Cookies and first party tracking</b>	We use cookies and clear GIFs. "Cookies" are small pieces of information that a website sends to a computer's hard drive while a web site is viewed. See our "How We Collect Information" section for more information.	We use this information to make sure our websites operate efficiently and to improve your experience. Where required by applicable law, we rely on your consent for non-essential cookies, as applicable.
<b>Demographic Information</b>	We collect your age or location.	We use this information for internal analytics purposes to better understand our customers and users.
<b>Geolocation</b>	If you use our Services, we collect your location from the GPS, Wi-Fi, and/or cellular technology in your device to determine your location.	We use this information to offer and provide tailored Services to you. Where required by law, we will obtain your consent before collecting this information. We also use this information to determine your eligibility to use certain Services or enter into certain transactions.
<b>Email Interconnectivity</b>	If you receive email from us, we use certain tools to capture data related to when you open our message, click on any links or banners it contains and make purchases.	We use this information to understand how you interact with our communications to you.
<b>Employment</b>	If you apply for a job posting, or become an employee, we collect information necessary to process your application or to retain you as an employee. This may include, among other things, your Social Security Number. Providing this information is required for employment.	We use information about applicants to evaluate you for possible employment. We use information about current employees to facilitate the employee relationship. In some contexts, we are also required by law to collect information about our employees and applicants.

<b><u>Context</u></b>	<b><u>Types of Data</u></b>	<b><u>Primary Purpose for Collection and Use of Data</u></b>
<b>Feedback/Support</b>	If you provide us feedback or contact us for support we will collect your contact information such as name and e-mail address, as well as any other content that you send to us.	We use this information to communicate with you and to improve our Services.
<b>Investment Information</b>	We collect information about investment trusts and/or entities for which you are the contact, including information about your spouse if your spouse is the accountholder.	We collect this information to maintain contact information related to your investment trusts or entities. In some circumstances, we also require this information in order to provide you our Services.
<b>Investor Information</b>	We collect investor information, which may include income, net worth, entity name, pay slips, bank statements, tax forms, letters from a registered broker-dealer, SEC registered investment attorney, certified public accountant, incumbency certificate, officer's certificate, and any other information you provide or documents you upload to your account for verification.	We collect information about the investors that utilize for certain Services. In some circumstances, we also use this information to provide certain Services for you and in order to comply with law.
<b>Mailing List</b>	When you sign up for one of our mailing lists we collect your email address or postal address.	We share information about our Services with individuals who agree to receive such information.
<b>Order Placement</b>	We collect your name, billing address, shipping address, e-mail address, phone number, bank account information and credit card number when you place an order for certain Services.	We use your information to perform our contract to provide you with certain Services.
<b>Website Interactions</b>	We use technology to monitor how you interact with our Services. This may include which links you click on, or information that you type into our online forms. This may also include information about your device or browser.	We use this information to understand how you interact with our Services, to better improve our Services, to understand your preferences and interests in order to select offerings that you might find

<b><u>Context</u></b>	<b><u>Types of Data</u></b>	<b><u>Primary Purpose for Collection and Use of Data</u></b>
		most useful, and to detect and prevent fraud.
<b>Web Logs</b>	We collect information, including your browser type, operating system, Internet Protocol (IP) address (a number that is automatically assigned to a computer when the Internet is used), domain name, click-activity, referring website, and/or a date/time stamp for visitors.	We use this information to monitor our networks and the visitors to our websites.
<b>Website Interactions</b>	We use technology to monitor how you interact with our websites. This may include which links you click on, or information about your device or browser.	We use this information to understand how you interact with our websites to better improve them, to understand your preferences and interests in order to select offerings that you might find most useful, and to detect and prevent fraud.
<b>Mobile Device</b>	We collect information from your mobile device such as unique identifying information broadcast from your device when visiting our Services.	We use this information to better understand how visitors interact with our Services on mobile devices.
<b>Sweepstakes or Contests</b>	When you participate in a sweepstakes or contest we collect information about you which includes contact information and any other information required by applicable law.	We use this information to enter you into and facilitate the sweepstakes or contest, and to comply with applicable law

In addition to the uses described in the table above, in many situations our purposes for collecting personal information may overlap. For example, if you use our Services, we may collect your personal information to perform our Services, and may also collect and maintain your personal information for record keeping and regulatory reporting purposes.

## **How We Collect Information**

### **We Collect Information Using Cookies and Other Technologies**

In addition to collecting data directly from you, we use cookies, tracking pixels/web beacons and other technologies to receive and store certain types of information, including your Direct Identifiers and Internet Activity Information. **Cookies** are pieces of information that can be placed on your computer, tablet, or device for the purpose of facilitating and enhancing your communication and interaction with our Service.

We use cookies and these other technologies to collect information as follows:

- **Category 1: Strictly necessary.** These cookies and other technologies are strictly necessary to enable you to use our Service, for example providing you the Services you have requested.
- **Category 2: User choices.** These cookies and other technologies allow us to remember the choices you have made, for example your user name, language used, or country. They may be used for user preferences purposes.
- **Category 3: Third-Party Analytics.** These cookies and other technologies are placed by our third-party partners for web analytics purposes. Examples of these cookies and other technologies include Google Analytics and Adobe Analytics. You can opt out of Google Analytics by following the instructions provided at <https://tools.google.com/dlpage/gaoptout>.

Generally, you may stop or restrict the placement of our cookies on your computer by adjusting your web browser preferences, but please note that this may impact your ability to use our Service, for example, some Cookies we place are to verify your identity and are therefore an important aspect of maintaining security.

## **We Collect Information from Other Sources**

We may obtain your personal information from third parties, including business partners, in connection with Know Your Client checks, consumer reporting agencies, affiliates, associated trust entities, and publicly available sources, that can enhance and add to our information about you (e.g., adding address information). This may improve our ability to contact you and improve the relevancy of our marketing by providing better recommendations or special offers that we think may interest you.

## **Location Information**

Although you are not required to provide your location information to us to use our Services, certain portions of our Services require your address to function. If you request that we confirm your location or IP address, we may use your geolocation information, which may include your precise geolocation, to do so. Our Services may also tell us the region of the world in which you are located when you use the Services, even if you do not provide us with your precise geolocation. If you have questions about location and notification privacy, please contact your mobile service provider or the manufacturer of your device to learn how to adjust your settings.

## **How We Protect the Information We Collect**

No method of transmission over the Internet, or method of electronic processing or storage, is fully secure. While we maintain reasonable security measures to protect the confidentiality and security of information we hold, we cannot guarantee the security of your information. In the event that we are required by law to inform you of a breach of your information, we may notify you electronically, in writing, or by telephone, if permitted to do so by law.

## **How We Share the Information We Collect**

## **Our Affiliates and Associates**

We may share your information with our corporate affiliates and associates (e.g., parent company, sister companies, associated trust entities, subsidiaries, joint ventures, or other companies under common control). We have a legitimate business interest to share data with our group as it allows us to better understand the performance of our Services and how to offer and improve our product offerings across the group (for example, to provide you with Services, for marketing purposes, for internal reporting and where those companies provide services to us). It also assists us with finding operational efficiencies (such as financial efficiencies through sharing IT infrastructure), making use of group level software solutions and improving our technological offerings which form an integral part of our Service.

We want you to get the most out of your relationship with our group, our affiliates, associated third parties and us. One of the ways we might help you do this is by using the contact details you've supplied us to send you marketing information about products or services we think you'll find interesting. For example, we may send an e-newsletter to keep you updated on what new products and services are available to you. We will only send this to you where we have a lawful basis to do so and you will be able to amend your preferences, details of which will be explained to you in relevant communication.

### **Service Providers**

We share your information with service providers that provide services to us. Among other things, these service providers help us with the administration, operation, and marketing of the Services and our product offerings across our group. This includes hosting, communications, printing, marketing, data enhancement, technical support, payment or transaction processing, and fulfillment of services. Our service providers may only process your personal information for the purposes of providing services to us.

### **Other Third Parties**

Subject to any limitations or restrictions under applicable law, described herein, or in any other tZERO privacy notice, we share your information with nonaffiliated third parties, for example, for them to develop their own products or market to you, where we and they have established requisite legal permission(s) to do so if required by law. Such use is not governed by this Privacy Policy. We may also share your information with other third parties with your permission or as permitted or required by law.

Additionally, if you choose to utilize service of third-parties integrated in the Services, we will share information you provide in order to allow them to provide such services to you.

### **Legal Requirements**

We may disclose information when we believe disclosure is appropriate to comply with the law, to enforce or apply applicable terms and conditions and other agreements, or to protect our rights, property or safety or the rights, property or safety of our affiliates or associated trust entities, users, or third parties. For example, we may disclose information in response to subpoenas, warrants, or court orders, or in connection with any legal process, or to comply with relevant laws, or for the purposes of "Know Your Customer" and other regulatory requirements, information may be screened against third-party identification services and government-provided databases, which return information regarding potential matches to publicly available information. . We may also share

information in order to establish or exercise our rights, to defend against a legal claim, to investigate, prevent, or take action regarding possible illegal activities, suspected fraud, safety of person or property, or a violation of our policies.

### **When You Direct Us**

We may share your information at your direction or request, through our Services, or otherwise.

### **With Your Consent**

We may ask if you consent to share your information with other unaffiliated third parties who are not described elsewhere in this Privacy Policy, and may share your information with your consent.

### **Business Transfers**

If another entity acquires, or plans to acquire, our company, business, or our assets, we will also share information with that company, including during the negotiation and diligence stages of the contemplated transaction. We also may retain a copy of that information.

### **How Long We Retain Your Information**

We will retain your information for as long as necessary for the purposes described in this Privacy Policy and in accordance with the following principles:

- For the duration required pursuant to a legal obligation (for example, to comply with applicable anti-money laundering laws);
- For the period required by applicable law and regulations, for the activities relating to the service; or
- For the duration of legal proceedings and the related limitation periods, for processing activities necessary to protect against legal liability and enforce our rights.

### **Transfer of Personal Information Outside of the United States**

Our Services are hosted and operated from the United States. If you are using our Services from outside of the United States, your personal information may be transferred from your country of residence to the United States and in any country in which we engage service providers. Where such transfers of your personal information are made, they will be made in accordance with applicable law.

### **What Choices and Rights You Have Regarding Your Information**

We offer you the rights and choices described in this section. Note that if your information was collected by another party under their privacy policy, and we are simply a data processor or service provider to that party with respect to our collection and use that information, we may refer you to that party in order to exercise the choices regarding your personal information.

### **Rectify Your Information**



In many cases, you may update and correct your information directly in the Services. Note that we may keep historical information in our backup files as permitted by law. If our Services do not permit you to update or correct certain information, contact us at the address described below to ask us to rectify information that is inaccurate or incomplete.

### **Revocation of Consent**

If you revoke your consent for the processing of your information, then we may no longer be able to provide you with access to certain functionality and features of the Services that require that information to operate. In some cases, we may limit or deny your request to revoke consent if the law permits or requires us to do so, or if we are unable to adequately verify your identity. You may revoke consent to processing of your personal information (where such processing is based upon consent) by contacting us using the contact information provided at the end of this Policy.

### **Opting Out of E-mail, Telephone and Text Message Marketing**

You may unsubscribe from marketing and promotional e-mails by following the unsubscribe instructions in e-mails. Note that even if you decide not to receive marketing or promotional emails, we may still send you transactional communications related to your use of our Services.

If you opt-in, or when you use certain Services, we may send you SMS text messages, and other communication about our Services. To stop receiving SMS text marketing communications from us, you may text "STOP", "END", "CANCEL", "UNSUBSCRIBE", or "QUIT" to a text message from us. After texting STOP, END, CANCEL, UNSUBSCRIBE or QUIT to our shortcode you will receive one additional message confirming that your request has been processed. If you unsubscribe from one of our text message programs, you may continue to receive text messages from us through any other programs you have joined until you separately unsubscribe from those programs.

If you do not wish to receive promotional telephone communication from us, call us at (855) 334-8608 to opt out. This opt out does not apply to operational communication, for example, confirmation of delivery address.

### **International Visitors – General Information**

Our website is hosted in the United States. If you use this website from the United Kingdom, European Union or other regions of the world with laws governing data collection and use that may differ from United States law, then please note that by sending an email or other communication containing personal information or by providing personal information through our website, you are voluntarily transferring your personal information outside of those regions to the United States.

### **Residents of the European Economic Area, Switzerland or the United Kingdom**

Residents of the EEA, Switzerland, and the United Kingdom have additional privacy rights. Information on these rights is provided in our supplemental European Economic Area, Switzerland and United Kingdom Resident Privacy Notice.

### **California Residents**

Residents of California have additional privacy rights. Information on these rights is provided in our supplemental California Resident Privacy Notice.

## **Product-specific Details**

Please find additional information and disclosures about our collection and use of your personal information when you use the tZERO Services referenced below. The information and disclosures below apply to use and users of the Services identified below, but not to public general use of the website(s) associated with such Services. In the event of any conflict between the information and disclosures noted below and the rest of this Policy, the information and disclosures below will supersede.

## **Financial Services**

We take financial crime seriously. If we, or a fraud prevention agency, believe that someone poses a financial crime risk then we may refuse to provide the Services that the person has asked for. We can also stop providing Services the person already has with us. A record of any fraud risk will be kept by the fraud prevention agencies and this could mean that other providers refuse to offer services, finances or employment. Fraud prevention agencies can hold onto someone's personal data for different periods, depending on the situation. If someone is considered a fraud risk, his or her data will be held for at least six years.

Certain tZERO affiliates are ("tZERO Broker-Dealers") are broker/dealers registered with the Securities and Exchange Commission ("SEC") and are members of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").

tZERO Broker-Dealers collect personal information about you that is either required or necessary to provide you with financial products or services. tZERO Broker-Dealers may obtain nonpublic personal or business information about you from the following sources.

- Information voluntarily provided by you on applications and other forms, including your tax ID number, and specific information about your business;
- Information about the transactions you execute through tZERO Broker-Dealers;
- Information we receive from reporting agencies or affiliates; and
- Information related to your browsing or use of this website, including through the use of cookies.

tZERO Broker-Dealers may disclose the beneficial ownership of securities information to the issuers of the securities. tZERO Broker-Dealers do not disclose any nonpublic personal or business information about its clients, except as permitted by law.

tZERO Broker-Dealers must obtain your consent before it can share nonpublic customer information with, or obtain certain information from its affiliates. Unless and until you notify a tZERO Broker-Dealer in writing to the contrary, you shall be deemed to have consented to the disclosure of nonpublic information between the tZERO Broker-Dealer and its affiliates, to the extent permitted by law. For instructions on how to opt-out, click see our privacy notices below.

Any information you submit in a public forum on the Services (e.g., a blog, chat room, or social network) can be read, collected, or used by us under this Policy (e.g., to personalize your

experience). 4 It may also be read and used by other users of the Services. You are responsible for the information you choose to submit in these instances.

In the event you choose to utilize services of third-parties integrated in the Services, for instance, virtual currency custodial services provided by third-parties, we will share information you provide in order to allow them to provide such services to you.

## **Additional Information**

### **Important Notices and Transactional E-mail**

From time to time, we may send non-commercial electronic email messages with important information about us or our Services to your email address. Please note that any opt-out of marketing or promotional communications will not apply to other communications that will be provided to you or any entity or trust that you are the contact point for in relation to your transactions with us, in agreement with us, or where required by law.

### **Third Party Websites and Services**

Our Services contain links to other websites and services not maintained by us or our affiliates or associates. In addition, other websites and services may also reference or link to our Services. Use of such third-party websites is subject to the terms of use and privacy policies of those third parties. We do not control the privacy policies or practices of these third-party websites. We encourage you to be aware when you enter or leave our Services, or surf the Internet, and to read the privacy statements of each website and service that you visit. We do not endorse, screen, or approve, and are not responsible for the privacy practices or the content of, other websites or services.

### **Compliance with State and Federal Laws**

Certain regulations issued by state and/or federal government agencies may require us to maintain and report demographic information on the collective activities of our membership, users, or customers. We may also be required to maintain certain of your information to comply with applicable federal and state laws regarding recordkeeping, reporting and audits.

### **Do Not Track**

We do not currently recognize automated browser signals regarding tracking mechanisms, which may include Do Not Track instructions.

### **Children**

Our Services are not directed at children under 18, and we do not knowingly collect personal information or other information from children under 18. If you are the parent of a child under the age of 13 and you believe he or she has shared information with us, please contact us at [legal@tzero.com](mailto:legal@tzero.com) so we can remove the information from our systems.

### **Privacy Policy Revisions**

We may change our Privacy Policy and practices over time. To the extent that our Privacy Policy changes in a material way, the Privacy Policy that was in place at the time that you submitted personal information to us will generally govern that information unless we receive your consent to the new Privacy Policy. We will note the effective date of the latest version at the beginning of the Privacy Policy.

## **How To Contact Us**

If, at any time, you have questions or concerns about this Privacy Policy, please contact us through our contact page or at:

tZERO Group, Inc.  
299 Main Street, Suite 2270,

Salt Lake City, UT 84111  
legal@tzero.com  
(855) 334-8608

FACTS		WHAT DOES TZERO SECURITIES, LLC ("tZERO") DO WITH YOUR PERSONAL INFORMATION?	
Why?   			

**To limit  
our  
sharing**

- Call (855) 334-8608—our menu will prompt you through your choice(s)
- Email us at [legal@tzero.com](mailto:legal@tzero.com) **or**
- Mail the **form** below

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

## Questions?

Call (855) 3348608

## Mail-in Form

**Leave Blank**

**OR**

If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.

☐ Apply my choices only to me

Mark any/all you want to limit:

- ☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- ☐ Do not allow your affiliates to use my personal information to market to me.
- ☐ Do not share my personal information with nonaffiliates to market their products and services to me.

Who we are	
Who is providing this notice?	tZERO Securities, LLC
What we do	
How does tZERO protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does tZERO collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Open an account or provide account information</li> <li>• During transactions, including deposits and withdrawals</li> <li>• When you interact with us</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account—unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial or nonfinancial companies. Our affiliates include tZERO Group, Inc., and its subsidiaries, including companies and associated trust entities that use the tZERO name. Additional affiliates include VerifyInvestor, Inc.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with can include financial services companies such as credit unions, and nonfinancial companies such as providers of data hosting, maintenance, analytics and security services as well as marketing services.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>tZERO Securities does not have any joint marketing partners.</p>

#### Other important information

For CA residents: We will not share personal information we collect about you with nonaffiliated third parties, except as permitted by law, including, for example, with your consent or to service your account. You may limit our sharing of such information with affiliates by contacting us as set forth above. To exercise these rights, or to see a more comprehensive list of instances where your personal information may be shared without your authorization, please contact us at the email

For VT residents: We will not share personal information we collect about you with nonaffiliated third parties or affiliates, except as permitted by law, including, for example, with your consent or to service your account.



## Supplemental Privacy Notice: European Economic Area (EEA), United Kingdom (UK) and Switzerland

This European Economic Area (EEA), United Kingdom (UK) and Switzerland Resident Privacy Notice supplements the information contained in our Privacy Policy and applies to residents of the European Economic Area (EEA), the United Kingdom (UK) and Switzerland. It contains additional information required by the EU General Data Protection Regulation and the UK and Swiss equivalents. These provisions, which should be read together with the statements in the tZERO Privacy Policy, explain our practices with regard to data privacy in the EEA, UK and Switzerland.

Name of data controller and contact details	tZERO Technologies, LLC and its affiliates  299 Main Street, Suite 2270, Salt Lake City, UT 84111 legal@tzero.com Phone: (855) 334-8608
Purposes of the processing	The purposes of the processing are described in the section of the main Privacy Policy entitled <b>What Information We Collect and Why</b> .
Lawful basis for the processing	Generally, we process personal data on the basis that the processing is necessary for purposes of our legitimate interest in conducting our business in a manner typical in the US financial services, brokerage services, crypto currency trading, and investor verification industries (as applicable), having taken into account any risks to your fundamental rights and freedoms (including your right to privacy).  We also may process personal data on other bases permitted by the EU General Data Protection Regulation ("GDPR"), the UK Data Protection Act 2018 and other applicable laws, such as to fulfill a contract with you, or when the processing is necessary for us to comply with our legal obligations.
The legitimate interests of the controller or third party, where applicable	Our specific legitimate interests, such as responding to your requests, comments and questions, providing you with support and improving the website, providing you

	<p>with the Services, completing your transactions, are described in the section of the main Privacy Policy entitled <b>What Information We Collect and Why</b>.</p>
The categories of personal data concerned	<p>The categories of personal data that we process are described in the section of the main Privacy Policy entitled <b>What Information We Collect and Why</b>.</p>
The recipients or categories of recipients of the personal data	<p>The potential recipients of the personal data that we collect via the Services are described in the section of the main Privacy Policy entitled <b>How We Share the Information We Collect</b>.</p>
Information regarding the transfers of personal data outside of the European Economic Area (EEA), Switzerland and the United Kingdom (UK)	<p>tZERO Technologies, LLC and its affiliates are headquartered in the USA and the Services are hosted in the USA. The laws of the USA have not been deemed by the European Commission, the United Kingdom or Switzerland to provide an adequate level of protection to personal data.</p> <p>When you provide your personal data to us via the Services or contact us by email, you are providing your personal data directly to the USA.</p> <p>Before you provide your personal data to us via the Services, we request your explicit consent to the transfer of your personal data to the USA.</p> <p>When you email us, the fact that you have chosen to email us knowing that we are located in the USA will be understood to constitute your explicit consent to the transfer of the personal data in your email (including your email address) to the USA.</p> <p>Regardless of the differences in US and European privacy laws, we safeguard your personal data as described in our main Privacy Policy and this section. If we transfer your personal data to a third party, we require the third party to commit</p>

	contractually to process your personal data only in ways that are consistent with our main Privacy Policy and this section.
The period for which the personal data will be stored, or the criteria for determining the retention period	How long we retain personal data varies according to the type of data in question, the purpose for which it is used, and applicable data retention and record-keeping requirements. We delete personal data within a reasonable period after we no longer need to use it for the purpose for which it was collected or for any subsequent purpose that is compatible with the original purpose. This does not affect your right to request that we delete your personal data before the end of its retention period. We may archive personal data (which means storing it in inactive files) for a certain period prior to its final deletion, as part of our ordinary business continuity procedures.
Your rights to access, correct, restrict or delete your personal data and object to processing	You have the right to request access to your personal data, to have your personal data corrected, restricted or deleted, the right to data portability, and to object to our processing of your personal data. Your rights may be subject to various limitations under the GDPR. If you wish to exercise any of these rights, or if you have any concerns about our processing of your personal data, please contact us in any of the ways listed in the section entitled <b>How to Contact Us</b> .
The right to lodge a complaint with a supervisory authority	You have the right to file a complaint concerning our processing of your personal data with your national (or in some countries, regional) data protection authority. The EU Commission has a list here: <a href="https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm">https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm</a>

	<p>See <a href="http://www.ico.org.uk">www.ico.org.uk</a> for information about contacting the UK Information Commissioner's Office.</p> <p>See <a href="http://www.edoeb.admin.ch/edoeb/en/home.html">www.edoeb.admin.ch/edoeb/en/home.html</a> for information about contacting the Swiss Federal Data Protection and Information Commissioner.</p>
Statutory or contractual requirement or other obligation to provide any personal data	General users of the Services are under no statutory or contractual requirement or other obligation to provide personal data to us via the Services, however, depending on the specific Services that you use, applicable law may require us to collect certain personal data from you in order to use the Services.

### **Controlling Cookies**

If you are visiting our website from the EEA, UK, or Switzerland, then we do not set non-essential cookies unless you accept all cookies on the "cookie banner" via our cookie management tool that launches when you land on our website.

You can learn about how you can adjust your browser's settings to limit or disable non-essential cookies and other tracking technologies by visiting the section above. Strictly necessary cookies cannot be disabled.