

MicroVenture Marketplace Investor Registration Agreement

This Investor Registration Agreement (“Agreement”) is made and entered into between you and MicroVenture Marketplace Inc. (“MicroVenture,” “we,” or “us”). This Agreement will govern all transactions whereby you subscribe for and purchase equity securities (“Shares”), from time to time, through the facilities of the MicroVentures.com website. Before you complete this Agreement, you must read and accept all of the terms and conditions in, and linked to, this Agreement, including the MicroVenture User Agreement governing use of the MicroVentures.com website and the MicroVenture Privacy Policy. Before you can invest, you must also properly complete an Investor Questionnaire.

1. Offerings of Shares. Shares will be offered and sold through the MicroVentures.com website pursuant to individual private offerings (“Offerings”) by the respective issuers of such Shares, with each such Offering being made pursuant to the terms, conditions and disclosures (including risk factor disclosures) set forth in the private placement memorandum (“PPM”) for that particular Offering (the “Offering Terms”). The Offering Terms for each Offering for which you subscribe to purchase Shares shall be incorporated herein by this reference, and those Offering Terms shall be binding on you the same as if they were set forth in full in this Agreement. You agree to read carefully and make sure that you understand and agree with the Offering Terms for any Offering before investing. You acknowledge that each Offering involves a high degree of risk, and that by choosing to subscribe for Shares in any Offering you thereby acknowledge that you are prepared and able to bear the risk of loss of the entire purchase price for any Shares you purchase.

2. Resale Restrictions and Limitations. You acknowledge that no registration statement has been, or will be, filed with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended (the “Securities Act”), with respect to any Offering of Shares, and that the Shares issued in every Offering will be “restricted securities” as defined in Rule 144(a)(3) of the Securities Act and will therefore be subject to restrictions on resales. A legend describing those restrictions will be placed on the certificate representing the Shares, and the issuer of the Shares may give stop transfer instructions to the transfer agent for the Shares. Any Shares that you purchase in an Offering may not be resold without registration or an exemption from registration under applicable federal and state securities laws. You will ordinarily be required to wait at least one year before an exemption may become available for you to resell Shares. Any resale of Shares and any removal of a restrictive legend from, or stop transfer instructions relating to, Shares is subject to the approval of the issuer of the Shares and its legal counsel. MicroVenture shall have no responsibility or liability in relation to the issuer’s use and removal of legends and stop transfer instructions.

You understand that none of the Shares sold in Offerings through the MicroVenture Marketplace will be listed on any securities exchange, that no trading market exists for the Shares, that it is uncertain whether any active trading market will ever develop for any Shares, that any trading of Shares must be conducted in accordance with federal and applicable state securities laws, and that you should therefore be prepared to undertake the risk of having to hold Shares indefinitely.

3. Investor Registration. By entering into this Agreement, you are registering as a prospective investor in order to become eligible to subscribe for Shares of various issuers in Offerings offered for sale online through the MicroVenture Marketplace bidding platform (the “platform”). You agree to comply with the terms of this Agreement, the terms of the User

Agreement, and the policies posted on the MicroVentures.com website, as amended from time to time by MicroVenture in its sole discretion.

You are required to complete and submit an Investor Questionnaire, which includes information that will allow us to determine whether investments in Shares are suitable to your situation, based on MicroVenture's internal suitability guidelines for investment and any suitability standards posted on the MicroVentures.com website. We will ask you to update this information at least annually. You are required to provide personal information in the Investor Questionnaire, which will be handled in accordance with the MicroVenture Privacy Policy.

When registering as a prospective investor, you will be required to provide certain information that will be used by the issuer and transfer agent of any Shares that you purchase, including such things as your name and address to be entered on the registry of the transfer agent for such Shares and the address to which you would like the certificate representing such Shares to be delivered.

At the time when you register as a prospective investor, you must provide deposit account information to facilitate electronic transfers of funds between the MicroVenture escrow account (the "Escrow Account") and your designated deposit account (the "Deposit Account"). You will not earn interest on funds held in the Escrow Account. The Escrow Account was established and is operated pursuant to an escrow agreement entered into between MicroVenture and an independent escrow agent acting for the benefit of issuers and subscribers for Offerings made on the MicroVenture platform (the "Escrow Agreement").

By registering as a prospective investor, you are providing "written instructions" to MicroVenture under the Fair Credit Reporting Act authorizing MicroVenture to obtain information from your personal credit profile or other information from Experian or a similar credit reporting company. By so doing, you authorize MicroVenture to obtain such information solely to confirm your residence and to confirm your identity to avoid fraudulent transactions in your name.

4. Password Access to MicroVenture Platform. After you have completed your registration and Investor Questionnaire and we have completed our suitability review, we will determine based on our internal guidelines whether you qualify to receive password access to the platform. If so, we will notify you that your registration has been accepted, and we will provide you with a password allowing you access to the platform. You will then be permitted to invest in any Offerings in which you are qualified to invest, provided that such Offerings are first listed on the platform after the activation of your registration. We may notify you via email about any new Offering that becomes available on the platform, although we are not required to do so.

We will review your account periodically to review the suitability of further investments offered on the platform. We will do so annually and whenever you propose to make an investment that would cause your aggregate investments to exceed any maximum dollar limit that we have placed on your account during our previous review of your account ("Investment Limit").

5. Bidding to Purchase Shares; Escrow Account; Closing. After you have received your password giving you access to the platform, you will be permitted to post bids for Shares pursuant to the Offering Terms for any Offering listed on the platform in which you have been pre-qualified to participate. The terms of any Offering may provide for a fixed investment

amount or minimum and maximum investment amounts that apply to all subscribers for Shares in any particular Offering. It is anticipated that prospective investors will be allowed to bid between \$250 and \$5,000 (in increments of \$100) on any one Offering. Prospective investors “bid” (i.e., subscribe for) the amount they are willing to commit to the purchase of Shares in the Offering. We reserve the right to determine which bids of prospective investors will be accepted and in what amounts (in full or in part).

The aggregate amount of all of your bids for Shares in all Offerings that have not yet closed, when added to the amount you have previously invested to purchase Shares in other Offerings, may not exceed any Investment Limit that we have established for your account.

Before placing a bid for Shares in any Offering, you should carefully review all of the information in the PPM for that Offering. You may ask questions of the issuer and receive answers regarding the terms and conditions of the Offering by submitting the questions via email to us via help@microventures.com. If an Offering is being made in reliance on Rule 506 of Regulation D under the Securities Act and the Offering allows purchasers to participate who are not “accredited investors,” as defined in Rule 501(a) of Regulation D, you may also request any additional information from the issuer that the issuer of such Shares possesses or can acquire without unreasonable effort or expense which is necessary to verify the accuracy of information furnished by the issuer in the PPM. You may request such information by sending an email to help@microventures.com. By placing a bid for Shares in any Offering, you represent and warrant that you have availed yourself fully of the foregoing answers and information prior to placing the bid, and you are satisfied with the information and answers that you have received.

Once you have placed a bid for Shares in any Offering and funds representing the bid amount are transferred from your Deposit Account to the Escrow Account, you may not cancel or withdraw the bid or reduce the amount of your bid. By placing a bid, you irrevocably commit to purchase the Shares bid for in any amount up to the total amount of the bid and you authorize payment for the Shares to be drawn from your Deposit Account and deposited into the Escrow Account.

When you place a bid to subscribe for Shares, the total dollar amount of your bid will be drawn from your Deposit Account and transferred into the Escrow Account.

MicroVenture may close an Offering only after enough bids have been received for the Offering to be fully subscribed. An Offering is fully subscribed if at least the minimum offering amount (the “Minimum Amount”) referenced in the PPM for the Offering has been received in the Escrow Account.

Funds transferred from your Deposit Account to the Escrow Account will be held in the Escrow Account, together with all funds received from other bidders for Shares in the Offering (collectively, the “Gross Proceeds of the Offering”).

You understand that MicroVenture may, in its sole discretion, accept your bid to subscribe for Shares in any amount that is equal to or less than the total amount of your bid, which may result in the purchase of fewer Shares than you would have been able to acquire if your entire bid had been accepted. If your bid is not accepted in full, any excess funds not used to purchase Shares will be refunded to you promptly by transfer of the excess funds from the Escrow Account to your Deposit Account.

BY PLACING A BID FOR SHARES IN ANY OFFERING, YOU IRREVOCABLY COMMIT TO PURCHASE SHARES IN ANY AMOUNT (DETERMINED IN MICROVENTURE'S SOLE DISCRETION) UP TO THE FULL AMOUNT OF THE BID; PROVIDED, HOWEVER, THAT THE PURCHASE SHALL TAKE PLACE ONLY IF THE OFFERING IS FULLY SUBSCRIBED AND THE OFFERING IS CLOSED. MICROVENTURE DOES NOT WARRANT OR GUARANTY THAT ANY BID FOR SHARES IN ANY OFFERING WILL BE ACCEPTED, IN WHOLE OR IN PART.

6. Escrow Account Disbursements. Except as otherwise provided in the PPM for the Offering, the Gross Proceeds of the Offering will be disbursed from the Escrow Account in the following manner, depending on whether the Offering closes or is terminated:

(a) If the Offering closes, then, at the time of the closing, the total costs of the Offering, including commissions and expenses of the offering (the "Total Costs of the Offering"), will be transferred from the Escrow Account to a deposit account designated for that purpose by MicroVenture, and the net amount of the funds remaining in the Escrow Account after deduction of the Total Costs of the Offering (constituting the "Net Proceeds of the Offering") will be transferred from the Escrow Account to a deposit account designated for that purpose by the issuer of the Shares in the Offering.

(b) If the Offering is terminated because the Minimum Amount has not been received prior to the termination date of the Offering, or if the Offering is otherwise terminated in accordance with this Agreement and the terms of the Offering as set forth in the PPM for the Offering, then any bid you have placed to subscribe for Shares in the Offering will be canceled and funds in the amount of your purchase price will promptly be refunded to you, without interest, via transfer of the funds from the Escrow Account to your Deposit Account.

7. Delivery of Share Certificates. When your bid to purchase Shares in any Offering is accepted, a certificate representing the Shares purchased will be delivered to you, in accordance with the delivery instructions you have provided.

8. Covenants. MicroVenture covenants and promises that, at the time of each Offering of Shares on the MicroVenture Marketplace platform, MicroVenture will be registered as a broker or dealer with the Securities and Exchange Commission and in each of the states of the United States where such Shares are offered and sold, and will comply in all material respects with federal and state laws applicable to brokers and dealers in connection with the Offerings.

9. Remedies for Breach of Covenants. In the event of a breach by MicroVenture of the foregoing covenants that materially and adversely affects your investment in Shares sold to you under this Agreement, MicroVenture shall either:

(a) Cure the breach, if the breach is susceptible to cure;

(b) Repurchase the Shares from you if there is an exemption that authorizes the sale of your shares; or

(c) Indemnify and hold you harmless against all losses, damages, expenses, legal fees, costs and judgments resulting directly from any claim, demand or defense arising as a result of the breach ("Losses").

The decision whether a breach is susceptible to cure, or whether MicroVenture shall repurchase Shares from you or indemnify you against Losses, shall be in MicroVenture's sole discretion. Upon discovery by MicroVenture of any such breach of the foregoing covenants requiring cure or repurchase of Shares, MicroVenture shall give you notice of the breach, and of MicroVenture's election to cure the breach or repurchase the Shares, not later than ninety (90) days after our discovery of the breach. In the event MicroVenture repurchases Shares, MicroVenture will pay you the full amount that you paid for such Shares. Upon any such repurchase, you agree to transfer and assign to MicroVenture the certificates representing the Shares, and you authorize and agree that MicroVenture may execute any endorsements or assignments necessary to effectuate the transfer and assignment of the Shares to MicroVenture. MicroVenture's obligation to cure a breach, repurchase Shares, or indemnify you for a breach of the foregoing covenants pursuant to this Section is your sole remedy with respect to a breach of MicroVenture's covenants set forth in Section 8 above.

10. No Advisory Relationship. You acknowledge and agree that:

- (a) The offer, sale and purchase of any Shares pursuant to this Agreement is an arm's-length transaction between you and MicroVenture;
- (b) In connection with the offer, sale and purchase of such Shares, MicroVenture is not acting as your agent or fiduciary;
- (c) MicroVenture assumes no advisory or fiduciary responsibility in your favor in connection with the offer, sale and purchase of such Shares;
- (d) MicroVenture has not provided you with any legal, accounting, regulatory or tax advice with respect to such Shares; and
- (e) You have consulted your own legal, accounting, regulatory and tax advisers to the extent you have deemed it appropriate.

11. MicroVenture's Right to Verify Information and Terminate Offerings.

MicroVenture reserves the right to verify the accuracy and completeness of all information provided by prospective investors and issuers in connection with Offerings. MicroVenture also reserves the right to determine in its reasonable discretion whether a registered user is using, or has used, the MicroVentures.com website illegally or in violation of any order, writ, injunction or decree of any court or governmental instrumentality, for purposes of fraud or deception, or otherwise in a manner inconsistent with the terms and conditions of this Agreement or inconsistent with any registration agreement between MicroVenture and the user. MicroVenture may conduct its review at any time – before, during or after the posting of a bid or before or after the closing of an Offering. You agree to respond promptly to MicroVenture's requests for information in connection with your registration and accounts with MicroVenture and your bids to subscribe for Shares in any Offering.

At any time prior to the closing of an Offering, MicroVenture may, in its sole discretion, delay the closing in order to enable MicroVenture to conduct a pre-closing review to verify the accuracy of information provided by the issuer and prospective investors and to determine

whether there are any irregularities with respect to the Offering or the bids for Shares in the Offering. MicroVenture may cancel or proceed with the closing, depending on the results of its pre-closing review. If the Offering is canceled, the PPM for the Offering will be removed from the MicroVenture platform, all bids for Shares in the Offering will be canceled, and all funds from the bidders which are held in the Escrow Account will be refunded to the bidders as provided in Section 6.

12. No Guarantee of Investment or Assurance of any Return on Investment.

MICROVENTURE DOES NOT WARRANT OR GUARANTEE ANY RETURN ON YOUR INVESTMENT IN ANY SHARES THAT YOU PURCHASE IN OFFERINGS ON THE MICROVENTURE MARKETPLACE. MICROVENTURE DOES NOT WARRANT OR GUARANTEE THAT YOU WILL EVER BE ABLE TO RESELL SUCH SHARES, THAT YOU WILL BE ABLE TO RECOUP ALL OR ANY PART OF THE PURCHASE PRICE FOR SUCH SHARES, OR THAT YOU WILL EVER MAKE A PROFIT ON SUCH SHARES.

13. Restrictions on Use. Except as provided in Section 15(c) below, you are not authorized or permitted to use the MicroVenture Marketplace to bid for or purchase Shares for someone other than yourself. You must be an owner of the Deposit Account you designate for electronic transfers of funds, with authority to direct that funds be transferred to or from the account. MicroVenture may in its sole discretion, with or without cause and with or without notice, restrict your access to the MicroVenture Marketplace platform or the MicroVentures.com website.

14. Suitability Representations and Warranties. By placing a bid to subscribe for Shares in any Offering, you represent and warrant that you satisfy all applicable suitability requirements and other requirements to invest that are described in the PPM for that Offering or on the MicroVentures.com website. You also agree to provide any additional documentation reasonably requested by us to confirm that you meet applicable suitability standards, including minimum financial suitability standards that may be required by the securities administrators of certain states.

15. Other Representations and Warranties. You warrant and represent to MicroVenture, as of the date of this Agreement and as of any date that you commit to purchase Shares by placing a bid for Shares, that:

(a) You have the legal competence and capacity to execute and perform this Agreement and that you have duly authorized, executed and delivered this Agreement;

(b) In connection with this Agreement you have complied in all material respects with applicable federal, state and local laws; and

(c) If you are entering into this Agreement on behalf of a corporation, partnership, limited liability company, trust, or other entity (“institution”), you warrant and represent that (i) you have all necessary power and authority to execute and perform this Agreement on such institution’s behalf; (ii) the execution and performance of this Agreement will not violate any provision in the institution’s certificate of organization, by-laws, indenture of trust, partnership agreement, or other constituent agreement or instrument governing the formation or administration of your institution; and (iii) the execution and performance of this Agreement will

not constitute or result in a breach or default under, or conflict with, any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking to which the institution is a party or by which it is bound.

16. MicroVenture's Representations and Warranties. MicroVenture represents and warrants to you, as of the date of this Agreement and as of any date that you commit to purchase Shares, that:

- (a) It is duly organized and is validly existing as a corporation in good standing under the laws of Delaware and has corporate power to enter into and perform its obligations under this Agreement; and
- (b) This Agreement has been duly authorized, executed and delivered by MicroVenture and constitutes a valid and binding agreement of MicroVenture, enforceable against MicroVenture in accordance with its terms, except as the enforcement thereof may be limited by applicable bankruptcy, insolvency or similar laws.

17. Prohibited Activities. You agree that you will not do the following in connection with any Offering, any bid to subscribe for Shares in an Offering, or any other transaction involving or potentially involving MicroVenture or any issuer of Shares on the MicroVenture Marketplace:

- (a) Represent yourself to any person, as a director, officer or employee of MicroVenture or of an issuer of Shares on the MicroVenture Marketplace unless you are such director, officer or employee;
- (b) Propose or agree to accept any fee, bonus, kickback or other thing of value of any kind in exchange for your agreement to bid for or recommend that anyone else bid for Shares in any Offering on the MicroVenture Marketplace;
- (c) Engage in any activities that require a license as a broker or dealer in connection with any Offering of Shares on the MicroVenture Marketplace; or
- (d) Violate any federal, state or local laws, including, but not limited to, U.S. federal and state securities laws, in connection with any transaction in the securities of an issuer that has made or is making an Offering of its Shares on the MicroVenture Marketplace.

18. Termination of Registration. MicroVenture may, in its sole discretion, with or without cause, terminate this Agreement by giving you notice as provided below. In addition, upon our reasonable determination that you have violated the provisions of Section 17, have made a material misrepresentation in connection with this Agreement or your Investor Questionnaire, or have otherwise failed to abide by the terms of this Agreement, MicroVenture may, in its sole discretion, immediately and without notice, take one or more of the following actions:

- (a) Terminate or suspend your right to bid for Shares or otherwise participate in the MicroVenture Marketplace; or
- (b) Terminate this Agreement and your registration with MicroVenture.

Upon termination of this Agreement and your registration with MicroVenture, any bids you have placed on the platform shall terminate and will be removed from the platform immediately, but your right under this Agreement to any Shares purchased prior to the effective date of the termination shall not be affected by the termination.

19. Indemnification. In addition to your indemnification obligations set forth in the MicroVenture User Agreement, you agree to indemnify, defend, protect and hold harmless MicroVenture and its officers, directors, stockholders, employees and agents against all claims, liabilities, actions, costs, damages, losses, demands and expenses of every kind, known or unknown, contingent or otherwise (i) resulting from any material breach of any obligation you undertake in this Agreement, including but not limited to your obligation to comply with any applicable laws; or (ii) resulting from your acts, omissions and representations (and those of your employees, agents or representatives) relating to MicroVenture. Your obligation to indemnify MicroVenture shall survive termination of this Agreement, regardless of the reason for termination.

20. MicroVenture's Right to Modify Terms. We may change this Agreement from time to time, and when we do we will post the amended terms on the MicroVentures.com website and notify you by email of material changes. Amended terms will take effect immediately for new registrants and 30 days after they are posted for existing registrants. This Agreement may not otherwise be amended except in a writing signed by you and us.

You authorize MicroVenture to correct obvious clerical errors appearing in information you provide to MicroVenture, without notice to you, although MicroVenture expressly undertakes no obligation to identify or correct such errors.

This Agreement, along with the MicroVenture User Agreement, represents the entire agreement between you and MicroVenture regarding your participation as a prospective investor on the MicroVenture platform, and supersedes all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between you and MicroVenture with respect to your involvement as a prospective investor on the MicroVenture platform.

21. Notices. All notices and other communications hereunder shall be given by email to your registered email address or will be posted on the MicroVentures.com website, and shall be deemed to have been duly given and effective upon transmission or posting. All notices, required disclosures and other communications to you from the Escrow Agent under the Escrow Agreement will be transmitted to you by email to your registered e-mail address. You can contact us by sending an email to help@MicroVenture.com. You also agree to notify us if your registered email address is changed, and you agree to update your registered residence address on the MicroVentures.com website if you change your residence.

22. Non-Disclosure Agreement. By entering into this Agreement, you agree not to disclose, except on a confidential basis to your legal and financial advisers exclusively for the purpose of rendering professional advice to you, any information which you receive or have received from MicroVenture or through the MicroVentures.com website that relates to any Offering of Shares posted on the MicroVenture platform or relates to the business of any issuer of such Shares, including, for example, information presented in a PPM for an Offering of Shares on the MicroVenture platform ("Confidential Information"). You shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the issuer

that provided such Confidential Information. You shall not, without such issuer's prior written approval, use for your own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the issuer, any Confidential Information.

The term "Confidential Information" shall exclude any information that, at any given time:

- (a) Has been publicly disclosed by the issuer or by any third party through no fault of your own;
- (b) You have received by some legitimate means other than from MicroVenture or its representatives or from the issuer or its representatives; or
- (c) The issuer has authorized you in writing to disclose.

23. No Warranties. EXCEPT FOR THE REPRESENTATIONS CONTAINED IN THIS AGREEMENT, NO PARTY TO THIS AGREEMENT MAKES ANY REPRESENTATION OR WARRANTY TO ANOTHER PARTY TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

24. Limitation on Liability. IN NO EVENT SHALL ONE PARTY BE LIABLE TO ANOTHER PARTY FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, NO PARTY MAKES ANY REPRESENTATION OR WARRANTY TO ANOTHER PARTY REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON THE ANY FEDERAL, STATE, LOCAL OR OTHER TAX LIABILITY OF THE OTHER.

25. Miscellaneous. The parties acknowledge that there are no third party beneficiaries to this Agreement. You may not assign, transfer, sublicense or otherwise delegate your rights under this Agreement to another person without MicroVenture's prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this Section shall be null and void. This Agreement shall be governed in all respects by the laws of the State of Texas, without regard to conflict of law provisions. Except as otherwise provided in this Agreement, you agree that any claim or dispute you may have against MicroVenture must be resolved by arbitration in the State of Texas. Any waiver of a breach of any provision of this Agreement will not be a waiver of any other subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. If any part of this Agreement is determined to be invalid or unenforceable under applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect. The parties agree to execute and deliver such further documents and information as may be reasonably required in order to effectuate the purposes of this Agreement.