

DIGITAL TRADING AGREEMENT

Owner/Seller & Bidder/Buyer

This Digital Trading Agreement (**the "Agreement"**) governs all transactions and is a binding contract among the **Owner/Seller ("User")**, the true and beneficial owner of certain units or shares ("**Shares**") of a security ("**Security**"), the **Buyer/Bidder ("User")**, **INX Securities, LLC**, a registered broker-dealer and member FINRA/SIPC ("**INX Securities**"), which operates the INX Securities alternative trading platform (the "**Platform**"). In this Agreement, the term "Company" refers to any one or all of the following: the Platform, INX Securities and/or their affiliates, and Layer2 Financial Inc. (dba "Rail"). The Agreement governs the terms under which the User is granted the right to bid for, purchase, offer for sale and/or sell Shares of Securities through the Platform. All User activity on the Platform is governed by this Agreement and other documents included by reference. **The following documents are part of this Agreement: a PRE-DISPUTE ARBITRATION AGREEMENT, FUNDS AVAILABILITY DISCLOSURE, USER BROKERAGE RATE AND FEE SCHEDULE, COOKIE POLICY, PRIVACY POLICY (Rail and INX Securities), Rail CUSTOMER AGREEMENT, INX Securities PARTICIPANT MANUAL, TERMS OF SERVICE, GLBA POLICY, PLATFORM FOOTER DISCLOSURE, SHAREHOLDER LIMIT DISCLOSURE, AND DIGITAL TRADING AGREEMENT.**

NOTICE: Please read all referenced Agreements, Disclosures, Policies, and Terms of Service. These terms contain important information, including a binding arbitration agreement that impacts your rights when disputes are resolved. If any of these terms are unacceptable to the User, then please do not visit, access or use the Platform.

The User, when acting as a Seller, is the owner of the Shares of the Security and upon acceptance of this Agreement, shall grant Company the exclusive right to offer for sale on the Platform the User's Shares in the Security for the period of time, but not to exceed 30 days ("**Term**") at the **Ask Price** for the number of shares specified by the User.

By accepting the terms of this Agreement, the User offering a Security is obligated to sell the Shares of the Security if a transaction is executed at the Ask Price set by the User during the term of the order, and the User bidding on a Security is obligated to buy the Shares of the Security if a transaction is executed at the Bid Price set by the User during the term of the order.

1. Eligibility of User to Trade on Platform

- a. **Account Approval** - Each prospective User is required to register at securities.inx.co by completing the registration process, and be approved by both INX Securities and Rail's banking partners, in order to have trading access to the Platform. Each User must complete the all the required information, which will require the User to provide, but not be limited to, certain personal information such as: legal name, address, phone number, date of birth, social security number, residency information, valid ID, accreditation information (as required), financial status, proof of banking relationship, employment information and financial experience. The User acknowledges that the Company is the final decision maker of when or if a User is approved and owes no explanation to the applying User if the User's application to the Platform is denied.
- b. **Identity Verification** - All Users are subject to Anti-Money Laundering ("AML") and Know Your Client ("KYC") rules and regulations. The User authorizes the Company to make any inquiries necessary to verify the identity of the User, protect against fraud or other financial crimes and/or comply with the legal obligations regarding AML and KYC. Failure to provide proper information or offering misrepresentations when completing the onboarding process will delay or prevent the Company from approving the User and could result in the revocation of a prior approval.
- c. **Digital Wallet** - Users wishing to participate in digital securities trading are required to download and install an approved browser-based Ethereum Wallet called MetaMask or setup a Republic Digital wallet ("Digital Wallet") as part of the onboarding process. The Digital Wallet is where the User holds, receives and delivers the digital security tokens ("Security Tokens"), representing the uncertificated digital securities (as listed on the issuer's master security ledger) that the User wishes to trade on the Platform. A User may hold multiple Security Tokens in the User's Digital Wallet. The Company does not provide custodial services for the digital securities traded on the Platform and is not affiliated with MetaMask. OpenDeal, Inc., the subsidiary that owns the Republic Wallet, has an ownership interest in the firm through its investment in the firm's parent entity called the INX Digital Company, Inc. Currently, the only approved way a User can hold Security Tokens for the trading of digital securities is in the User's Digital Wallet. This is also where the User must deposit "gas" fees required to enter a Sell order. See **Funding, Withdrawals and Balances** below and **Funds Availability Disclosure**.
- d. **Trading Wallet & Banking** – Via the Platform's registration process, each prospective User of the Platform is also agreeing to establish a bank account in the User's name at **Rail and its banking partners**. This User account ("**Trading Wallet**") is used to deposit \$USD and automatically settle all confirmed transactions. A User must also link the User's preferred non-**INX Securities bank** account while completing

the onboarding process. See **Funding, Withdrawals and Balances** below and **Funds Availability Disclosure**.

2. Trading on The Platform by Approved User

a. **Security Trading Process** - Only Securities approved by the Company and represented by Security Tokens held in the User's Digital Wallet may be offered for sale on the Platform.

1. **Selling** - The User, when acting as a **Seller/Offeror**, may create an **Offer/Sell order**, which shall indicate a Security, number of shares, duration of order Term and an Ask Price that will cause the Security to be offered on the Platform. By entering an Offer, the User is generating instructions to transfer the security to a buyer in the event of a match. The User placing an Offer must pay the "gas" required to grant the authorization for the Platform to transmit the Seller's transfer instructions in the event of a match. See **Funding, Withdrawals and Balances Users Digital Wallet and Trading Wallet** for more information. The Term of the Offer can be up to 30 days, on which date it will automatically expire. The User can cancel the Offer at any time prior to a match. If a match does not occur during the term, the Seller may re-Offer the Security for another Term.
 2. **Buying** - The User, when acting as a **Buyer/Bidder**, may place a **Bid/Buy order**, which shall indicate the Security, number of shares and duration of the Bid. The Term of the Bid can be up to 30 days, on which date it will automatically expire. See **Funding, Withdrawals and Balances Users Digital Wallet and Trading Wallet** for more information.
- b. **Match Process** - During the Term, Buyers may place Bids on the Platform to purchase the Security. The Seller is obligated to sell, and the Buyer is obligated to buy the Security per the terms of this Agreement if the Buyer's Bid price is at or above the Seller's Offer Price during the Term. This obligation applies even if a sell or buy order is partially fulfilled. The matching engine operates on a price-time priority algorithm. The Platform allows for partial fills of any Bid or Offer entered by a User. The Company reserves the sole right to cancel any open Bid or Offer of the Shares of a Security at any time and all parties agree to hold the Company harmless if such is the case.
- c. **Match Price** – The Match Price is the Bid/Offer Price of a Bid/Offer order resting on the Platform's order book, when a subsequent Offer/Bid with an Offer/Bid Price at or below/at or above the resting order is entered onto the Platform's order book. The total amount due from the Buyer is equal to the Match Price, plus any commission and fees (as described in the User Brokerage Rate and Fee Schedule). The amount due the Seller is equal to the Match Price, less any commission and fees (as described in the User Brokerage Rate and Fee Schedule). The Company may, at its sole discretion, reduce the commission paid by the Buyer or Seller.
- d. **Offer Price** - The Seller must indicate an Offer Price. If, at any time during the Seller's Offer order Term, the Offer is the highest-priced Offer on the order book and a User places a Bid order at or above the Offer Price, the Offer order will be considered matched and the Security will be transferred from the Offeror to the matching Bidder.
- e. **Bid Price** - The User must indicate a Bid Price when placing a Bid order. If, at any time during the Bid order Term, the Bid is the highest-priced Bid on the order book and a User places an Offer order at or below the Bid Price, the Bid order will be considered matched and the Security will be transferred from the Offeror to the matching Bidder.
- f. **Type of Currency** - Only \$USD may be used to trade on the Platform.
- g. **Trading Time Zone** - Eastern Standard or Daylight Time. 24/7/365.
- h. **Document Delivery** - User agrees to execute and deliver promptly to Company any and all agreements, documents or instruments necessary or appropriate, for the avoidance of doubt, to effect an assignment or substitution on the books and records, or substantial equivalent, by the Issuer of the Shares, as required by Company to fulfill the obligations of the User as described in this Agreement. Documents and data may be delivered electronically. Agreements are considered binding on the User if certified with electronic signatures or memorialized via an affirmative check box.
- i. **Transfer and Release of Funds** - A match on the Platform will cause the Seller's transfer instructions to be submitted to the Digital Registrar or Transfer Agent for the security. The Platform's receipt of electronic confirmation from Digital Registrar or Transfer Agent that the transfer of the Shares in the Security has been completed will effectuate the transmission of the Buyer's instructions to **INX Securities, LLC**: to move net

proceeds from the Buyer's Trading Wallet to the Seller's Trading Wallet; and to move the commissions and fees from the Buyer's Trading Wallet to INX Securities' commission account.

3. Representation and Warranties of the User - User hereby represents, warrants, agrees and acknowledges the following:

- a. User has the full right, power and authority to execute this Agreement along with any other documents or agreements as required by Company to fulfil any obligations or granted powers in the Agreement.
- b. Securities are offered through INX Securities, a registered broker-dealer and member FINRA/SIPC. Neither INX Securities nor any of its affiliates, provides any investment advice or makes any investment recommendation to any person, ever.
- c. Assets listed on the Platform are securities that are not publicly traded, may be subject to holding period requirements and are intended for investors who do not need a liquid investment.
- d. Investments in the Securities listed on the Platform are NOT bank deposits (and thus NOT insured by the FDIC or by any other federal governmental agency), are NOT guaranteed by the Company and its affiliates, and may lose some or all of their value.
- e. Neither the Securities and Exchange Commission nor any federal or state securities commission or regulatory authority has recommended or approved any investment or the accuracy or completeness of any of the information or materials provided by or through the website.
- f. User had access to all information regarding the Security necessary to make an informed investment decision.
- g. User has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Security.
- h. User understands that the purchase of the Security involves substantial risk and that User must be able to afford the loss of the User's entire investment.
- i. User has consulted with or has had the opportunity to consult with a qualified attorney, tax advisor, or accountant, and understands the income tax aspects of the User's activity on the Platform.
- j. User has reviewed and accepts any restrictions contained in the shareholders' agreement or similar agreement, if any, upon taking ownership of the Security.
- k. User has not relied on Company or any of its affiliates for investment or tax advice.
- l. User has not relied upon any representation or warranty made by the Company or its affiliates with respect to the value or marketability of the Security. User accepts sole responsibility for the decision to buy or sell Security at the determined price and that the Match Price of the Security may be above or below the net asset value or book value of the Security.
- m. No commission, fee or other compensation is due to any broker, finder or other agent of User in connection with this transaction except as otherwise stated in the Confirmation, and, in the event of any claim for any commission, finder's fee or other such compensation, User agrees that it shall be exclusively responsible therefore.
- n. User is purchasing the Security exclusively for User's own account and not with a view to, or sale in connection with, a distribution.
- o. All historical pricing provided to the User by the Company is for informational purposes only and is not indicative of the User's ability to obtain similar results.
- p. The Company did not solicit any transaction, bid, ask or other Securities activity of User on the Platform.
- q. Any and all of the information and documents provided by the User to the Company are true, correct and complete. Providing false documents and/or information to the Company is grounds for rejecting the Users access to the Platform or revoking access if previously granted.

- r. All communication with the User will be conducted electronically using the email address provided by the User. The email for the Company is securities.support@inx.co. It is the responsibility of the User to provide and update the Company with current and accurate contact information.
- s. The Company is operating the Platform on a “best efforts” basis and that Bids and/or Offers may not be present for any Security listed on the Platform.
- t. None of the or only specific Securities may be available to trade in the United States or any other country.
- u. None of the or only specific Securities may be eligible for trading by non-accredited Users.
- v. The cost of “gas” is not refundable for any entered Offer that does fill during the duration of the Offer.
- w. The Platform is not available in all Countries. Approved Countries may become unapproved at any time without notice to the User, thus restricting the Users access to the Platform.
- x. If an approved User moves to a country that is not approved for trading by the Company, the User will not be able to trade on the Platform.
- y. User is solely responsible for any and all activity that occurs on the Platform when the User account is used. If a User believes that the User did not authorize a particular transaction or that a transaction was incorrectly executed, the User must contact INX Securities User Support at securities.support@inx.co. All confirmations are considered accurate and complete unless the User contacts the Company within 3 days.
- z. All trades are unsolicited.

4. Duties & Disclosures of Company – User hereby represents, warrants, agrees to and acknowledges the following:

- a. User acknowledges that prior to disbursement of the transaction proceeds, the transfer of the Security must be approved and confirmed by the Digital Registrar or Transfer Agent of the Security.
- b. Company responsibilities for documents or digital data do not begin until they come into Company possession and do not extend to failures or delays in the receipt or delivery of the documents or digital data caused by the User, third party providers and others not within Company control.
- c. The Company shall not be liable for any negligence, default, or insolvency of MetaMask, Republic Wallet, INX Securities, LLC, any correspondent, agent or subagent of User, or any other service provider, for the loss, theft, damage, or destruction of any documents, digital data or \$USD, ETH or AVAX in the course of delivery, acceptance or transmission.
- d. The Company is not a User and makes no representations, warranties, covenants, agreements or acknowledgments as such.
- e. The Company is entitled to rely upon the representation of the Security’s Digital Registrar or Transfer Agent with respect to ownership of the Security.

5. Scope of Services Provided by INX Securities. - User further acknowledges and understands the following:

- a. All securities are offered through INX Securities, an affiliated registered broker-dealer and member FINRA/SIPC
- b. INX Securities is a broker/dealer acting as an agent, not as a principal, in connection with the sale of any Security.
- c. INX Securities is requesting certain information from User in order to satisfy FINRA and Securities Exchange Commission rules governing “know your customer” and anti-money laundering standards, along with provisions of the Bank Secrecy Act, the USA Patriot Act and other regulations. The User may be required to provide more information to allow INX Securities to fulfill its legal obligations.
- d. The User was not solicited by INX Securities or any Company entity in connection with the sale of any Security.
- e. INX Securities and its representatives may receive commissions and other compensation as a result of the User’s trading activity.

- f. Neither INX Securities nor any of its representatives has offered a value of the Security to be sold through INX Securities.
- g. Neither INX Securities nor any of its representatives has suggested that User may obtain a certain price for the Security.
- h. Any order book services offered by INX Securities are limited to the “best effort” functions associated with matching User-entered Bids and Offers.
- i. While INX Securities and its affiliates have performed certain due diligence on the Issuers of the Securities being offered on the Platform, INX Securities and its affiliates are in no way responsible for the actions of the Issuer of the Security. Any due diligence performed by the INX Securities or its affiliates is not intended to be viewed as a recommendation or basis for any activity by the User on the Platform.
- j. INX Securities is not a fiduciary for the User and has not offered and is not offering investment advice to the User. The User has engaged in a relationship with INX Securities for the exclusive purpose of trading on the Platform.
- k. INX Securities does not guarantee or otherwise have responsibility for settling the trades and does not, at any time, exercise any level of control over the digital asset securities being sold or the cash being used to make the purchase

6. Funding, Withdrawals and Balances – User’s Digital Wallet and Trading Wallet -

- a. **User acknowledges and understands that the Digital Wallet and the Trading Wallet are NOT the same and each has unique requirements, restrictions and purposes when participating on the Platform.**
- b. **Digital Wallet - The Company provides no custodial services for the digital securities traded on the Platform.** A User wishing to participate in digital securities trading on the Platform must download and install an approved browser-based Ethereum Wallet called MetaMask or set up a Republic Digital Wallet (“Digital Wallet”). The Digital Wallet is where the User holds, receives and delivers the digital security tokens (“Security Tokens”), representing the uncertificated digital securities (as listed on the issuer’s master security ledger) that the User wishes to trade on the Platform, and where the User deposits ETH or AVAX to pay the “gas” for offering securities on the Platform. The User is exclusively responsible for depositing, withdrawing, managing and reconciling any and all Security Tokens, ETH or AVAX that is held in their Digital Wallet for the purpose of trading on the Platform. ***Entry of an Offer order on the Platform explicitly constitutes the User’s direct and complete instruction to the subject Security’s Digital Registrar or Transfer Agent to, upon match, transfer the Security to a matched buyer AND authorizes the Company to transmit this instruction, upon match, to the subject Security’s Digital Registrar or Transfer Agent.*** See Funds Availability Disclosure for more information.
- c. **Trading Wallet - The Company provides no custodial services for the funds traded on the Platform.** Via the Platform’s registration process, all approved Users on the Platform agree to have their funds held at Rail’s partner banks. Rail, through its partner banks, will provide Platform User funds’ custodial bank services and money services. The Platform’s website discloses to users and others that these services are being provided by a third party. This User account (“**Trading Wallet**”) is used to settle any Platform User trading activity. ***Entry of a Bid order on the Platform explicitly constitutes the User’s direct and complete instruction to INX Securities to, upon match, to move net transaction proceeds from the Buyer’s Trading Wallet to the matched Seller’s Trading Wallet and move commissions and fees from the Buyer’s Trading Wallet to INX Securities commission account AND authorizes the Company to transmit this instruction, upon match, to the subject Security’s Digital Registrar or Transfer Agent.*** The Trading Wallet can be funded via methods described in the Deposit section below. The Platform’s Dashboard screen displays the Trading Wallet’s total Cash Value, Open Commitments and Buying Power. Cash Value is the total amount of \$USD the User has in their Trading Wallet. Open Commitments are equal to the open bids from the User and are subtracted from the Cash Value to show the User’s remaining Buyer Power. Only \$USD can be deposited as funding to the Trading Wallet. No securities are held in the Trading Wallet.
- d. **Deposit -** A U.S. resident User may fund such User’s Trading Wallet by \$USD ACH, \$USD wire or ETH to \$USD conversion (through an affiliated third-party provider). A non-U.S. resident User may fund such User’s Trading Wallet by \$USD wire or ETH to \$USD conversion (through an affiliated third-party provider).
- e. **Withdrawal -** Any User may withdraw funds from such User’s Trading Wallet by wire to the User’s linked bank account or \$USD to ETH conversion (through a third-party provider) for ETH deposit back to Digital Wallet. A

U.S. resident User may also withdraw funds from such User's Trading Wallet by \$USD ACH to the User's linked bank account.

- f. **THE USER IS RESPONSIBLE FOR ALL ELECTRONIC FUNDS TRANSFERS THAT THE USER AUTHORIZES, WHETHER DIRECTLY OR INDIRECTLY.**
 - g. **THE USER ACKNOWLEDGES AND UNDERSTANDS THAT ALL DEPOSIT AND WITHDRAWALS ARE SUBJECT TO THE FUNDS AVAILABILITY DISCLOSURE.**
7. **Indemnification** – The User will defend, indemnify, hold harmless and pay Company and its affiliates from and against any and all claims, losses, damages, and liabilities, joint or several, or actions, including shareholder actions, in respect thereof related to or arising directly or indirectly out of its: (i) services contemplated hereunder; and (ii) breaches of representations, warranties and covenants and agreements set forth in this Agreement.
 8. **Rescission** - Company shall have the right, in its absolute discretion and without prior notice to the user, to rescind, reject, cancel or refuse to display any order or transaction. In such event, the Company shall have no liability to any User.
 9. **Account Suspension, or Termination** - **The Company, at its sole discretion and without notice, may terminate or suspend an approved Users access to the Platform. In that case, the User will no longer have access to content on the Platform such as trade history, bids, offers and User Information.**
 10. **Claw back** - Company shall have the right to initiate a “claw back” of any Security after the trade has settled, to correct for any technological or market irregularity resulting in an erroneous transaction. User will be notified of the clawback by the Company and will provide instructions and consent to the Company in order to communicate their instructions to the appropriate counterparties in order to facilitate the claw back. User acknowledges that this may result in funds and Securities being reconciled, removed and credited, as required, to unwind the trade.
 11. **Conflicts of Interest** - Company may participate and receive compensation and fees from trades in which it is an agent for both the Buyer and the Seller. The User acknowledges and accepts this conflict of interest and waives any and all claims otherwise resulting from it.
 12. **Entire Agreement** - This Agreement, including the **PRE-DISPUTE ARBITRATION AGREEMENT, FUNDS AVAILABILITY DISCLOSURE, USER BROKERAGE RATE AND FEE SCHEDULE, COOKIE POLICY, PRIVACY POLICY (Rail and INX Securities), Rail CUSTOMER AGREEMENT, INX Securities PARTICIPANT MANUAL, TERMS OF SERVICE, GLBA POLICY, PLATFORM FOOTER DISCLOSURE, SHAREHOLDER LIMIT DISCLOSURE, AND DIGITAL TRADING AGREEMENT**, constitute the entire agreement between the User and The Company. This Agreement also supersedes all prior or contemporaneous written and oral agreements, communications and other understanding relating to the subject matter of this Agreement
 13. **Dispute Resolution** - All dispute, claim or controversy which may arise out of this transaction which cannot be amicably settled between the parties shall be finally settled by binding FINRA arbitration. By accepting the Agreement, the User agrees as follows:

(A) ALL PARTIES TO THIS AGREEMENT 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 A CLAIM IS FILED; (B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited; (C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings; (D) 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 by all parties to the panel at least 20 days prior to the first scheduled hearing date; (E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry; (F) 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; (G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement; (H) the Parties agree that all controversies that may arise among User, INX Securities, LLC, a registered broker-dealer and member FINRA/SIPC, its affiliates, and its officers, directors, employees, agents or representatives concerning any transaction or the construction, performance, or breach of this or any other agreement between the parties pertaining to securities and other property, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. The award of the arbitrators, or the majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.

14. **Validity** - In case any term of this Agreement will be held invalid, illegal or unenforceable, in whole or in part, the validity of any of the other terms of this Agreement will not in any way be affected thereby.

This Agreement and all other referenced terms and agreements shall insure to the benefit of and be binding upon the respective heirs, legal representatives, successors or assigns of the parties.

By checking the box entitled Acceptance of Digital Trading Agreement, Acceptance of Terms of Use, Rail CUSTOMER AGREEMENT and Acceptance of Pre-dispute Arbitration Agreement, you acknowledge agree to the terms of all the referenced agreements contained herein.