

EquityDoor Investor Agreement

This Investor Agreement ("Agreement") is entered into between you ("Investor") and EquityDoor ("EQD" or referred to as "we," or "us").

This Agreement governs the dissemination of confidential offering materials ("Offering Materials" or "OM") submissions of indications of interest, and purchases of crowdfunding offerings offered through the EquityDoor online platform (the "Platform"). Please ensure that you read and understand this Agreement, the terms of use ("Terms of Use") and the privacy policy ("Privacy Policy") on the website www.equitydoor.com (the "Site") and print and retain a copy of these documents for your records. By signing this Agreement electronically, you consent to the Terms of Use and the Privacy Policy. Your use of the Platform indicates your understanding and acceptance of the terms of this Agreement. If you have any questions, please contact us using the contact information in the signature block on the final page of this Agreement ("Signature Block").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, you and EQD agree as follows:

1. Investor General Representations.

You have registered as an investor, in order to view crowdfunding offerings on the Platform (each an "Offering"). All references to "you" refer to both you and the individuals or entities that you represent.

You represent that you have registered for the sole purpose of viewing and evaluating prospective investments in such Offerings, and that you will not misuse or misappropriate any information or trade secrets, or attempt to reverse engineer any part of the Platform.

You have selected a unique password for your account, which you agree to safeguard in order to protect the security of your account. You will promptly notify us if you believe that the security of your account has been compromised in any way.

2. Use of Platform.

Subject to the terms and conditions of this Agreement, through the Platform we will provide you with the opportunity to:

- (1) review the offering terms of investments that are offered through the Platform and
- (2) purchase investments, which may be notes, convertible notes, preferred equity, common equity, or other debt, equity, or hybrid securities through the Platform.

3. Investor Accounts.

When you create an Investor Account, you will be asked to provide identifying information, such as but not limited to your residential address, mailing address,

occupation, place of work, marital status, social security number, and other information that will allow us, the Escrow Agent and our service providers to comply with the Know Your Customer (KYC) requirements, anti-money laundering rules, and other applicable regulations. Entities, agents, and other intermediaries will be asked to provide additional documentation, including but not limited to, organization and authorization documents which evidence the parties' authority to enter into this Agreement and to invest through the Platform as agent or principal, as the case may be. There is no fee to open an Investor Account.

By accepting this Agreement, you hereby provide "written instructions" under the Fair Credit Reporting Act authorizing our agents, our service providers, and us to obtain information about your personal credit history and other financial information from credit reporting companies and the Internal Revenue Service.

Your investor information will be transmitted to the Escrow Agent, and any funds transmitted by you to the Escrow Agent in respect of any investment will be held and maintained in a demand deposit account in an FDIC-insured bank account for your ultimate benefit, until such investment has settled. Your funds will not earn interest. A complete schedule of escrow terms, including fees and charges, will be provided to you upon request.

You agree to transact business with us and receive communications relating to the private securities Offerings electronically.

All personal information collected by us will be subject to the Platform's Privacy Policy. You hereby attest that the information you have provided is truthful and accurate.

4. Authorization to Verify.

You authorize us and our agents verify the truthfulness and accuracy of the information you have provided in connection with your use of the Platform and purchase of securities. Furthermore, you understand and agree that we will monitor your use of the Platform to ensure that you are not using, and have not used, the website illegally or in violation of any order, writ, injunction or decree of any court or governmental entity, for purposes of fraud or deception, or otherwise in a manner inconsistent with or in violation of the Terms of Use and the terms and conditions of this Agreement.

5. Offering of Securities. Offerings posted on the Platform will be offered pursuant to individual private Offerings by the respective entities that develop, register, and sell such securities for the purpose of financing their operations (each, an "Issuer"), subject to terms, conditions and disclosures (including risk factor disclosures) set forth in the Offering Materials for each Offering. The specific terms which you accept in agreeing to purchase securities shall be incorporated into this Agreement by this reference, and shall be binding upon you with the full force and effect as if they were specifically and completely delineated herein.

You hereby agree to review all Offering Materials carefully and to ensure that you understand fully the risk factors and agree to the terms of each Offering before you commit to invest. You acknowledge that each Offering involves a high degree of risk, that

investments are NOT FDIC- insured, and that by choosing to invest in securities offered through the Platform, you are prepared and able to bear the risk of loss of your entire investment. If you are an intermediary, you attest that you have truthfully and accurately represented to any entity or person for whom you act as agent the risks as presented in the preceding sentence.

You agree not to disclose, except on a confidential basis to your advisors exclusively for the purpose of rendering professional advice to you, any information obtained from us that relates to any private Offering. You agree to maintain any such information in strict confidence, not to use any such information for your own benefit, and not to publish or otherwise disseminate or permit others to use any confidential information.

Confidential information excludes information that has been authorized for disclosure in writing by us and information that is in the public domain, except for disclosures that abrogate this Agreement or the Terms of Use.

You may submit questions to an Issuer by emailing us using the contact information in the Signature Block.

6. Submitting an Order.

Approved Investors may indicate their interest in a particular Offering by emailing us or by interacting with the Platform through the Contact Us or may submit an order to purchase securities by clicking on the appropriate link on the Platform. By placing an order, you represent and warrant that you have availed yourself fully of the answers and information available to you, that you have received and reviewed the Offering Materials prior to placing the order, and that you are satisfied with the answers and information that you have received from the Issuer and us.

An order to purchase, which is irrevocable, may only be made for a fixed dollar amount, according to the terms of the Offering to which it relates. However, you understand and acknowledge that your order to purchase is a commitment to purchase securities in any amount (determined by us in our sole discretion) up to the full amount of the order.

An order to purchase is not a transaction or a guarantee of allotment of securities. An order will be completed only if the Offering is successful and fully subscribed and Escrow is completed. If a particular Offering is over-subscribed (orders to purchase securities exceed the total size of the Offering) then an order may be partially completed or not completed at all, depending on the method of allocation utilized by the Issuer which shall be in compliance with applicable regulations. WE OFFER NO WARRANTY THAT ANY ORDER WILL BE COMPLETED IN WHOLE OR IN PART.

You will not be permitted to submit an order to purchase securities unless you have created an Investor Account, completed a suitability review, and attested to your status as an Accredited Investor. If you submit an order, you will be expected to fund your account promptly or your order may be canceled and your access to the Platform may be suspended.

7. Escrow Account.

A qualified Escrow Account will be established for each Offering of securities on the Platform. The Account will not earn interest and will exist only to facilitate the Offering to which it relates. Upon submission of an order to purchase securities, you will be expected to transfer funds to the Escrow Account, where they will be held together with all funds received from other prospective investors in the Offering, until Escrow has closed in a successful Offering, or Escrow is broken in a failed Offering. In a broken Escrow, the funds transferred to the Escrow account will be returned to investors in full. There are no fees or charges to you for a broken Escrow.

In a successful Offering, Escrow will close and the funds will be transferred out of Escrow to the Issuer, and the Escrow Agent according to the terms specified in the OM and the related closing documents. A closing statement, detailing the allocation of transaction proceeds, will be available to all investors at closing.

In the event that the full amount of your order is not accepted, any excess funds will be returned to you from the Escrow Account at the time of closing. There will be no fees or charges assessed on the returned funds.

EQD and the Platform may close an Offering after enough bids have been received for it to be successful, meaning that at least the minimum Offering amount referenced in the OM for the Offering and displayed on the Platform has been received in the Escrow Account, and all other relevant conditions have been satisfied. An Offering may or may not be kept open for the maximum duration, at our sole discretion.

THE ESCROW AGENT SHALL HAVE CUSTODY OR CONTROL OF ANY OF YOUR ASSETS, OR OF ANY ASSETS RELATED TO AN OFFERING, BEFORE, DURING, OR AFTER THE OFFERING PROCESS.

8. Consent to Electronic Transactions and Disclosures.

Because the Platform operates primarily on the Internet, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us, therefore, we also need you to consent to our giving you certain disclosures electronically, either via the Site or to the email address you provide to us. By entering into this Agreement, you consent to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating in any way to your or our rights, obligations or services under this Agreement (each, a "Disclosure"). The decision to do business with us electronically is yours. This Section informs you of your rights concerning Disclosures:

(1) **Electronic Communications:** Any Disclosures will be provided to you electronically either via the Platform or via electronic mail to the email address have you provided us. If you require paper copies of such Disclosures, you may write to us at the mailing address provided in the Signature Block and a paper copy will be sent to you, provided such requests for paper copies are made reasonably and with reasonable frequency.

(2) **Scope of Consent:** Your consent to receive Disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such Disclosures relate.

(3) **Consenting to Do Business Electronically:** Before you decide to do business electronically with us, you should verify whether you have the required hardware and software capabilities described below.

(4) **Hardware and Software Requirements:** In order to access and retain Disclosures electronically, you must satisfy the following computer hardware and software requirements: access to the Internet; an email account and related software capable of receiving email through the Internet; a web browser which is SSL-compliant and supports secure sessions; and hardware capable of running this software.

(5) **Withdrawing Consent:** You may withdraw your consent to receive Disclosures electronically by contacting us at the email address provided in the Signature Block. If you have already purchased one or more securities, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your address provided during registration except as provided otherwise in any agreement between the parties.

(6) **How to Contact Us Regarding Electronic Disclosures:** You can contact us via the methods provided in the Signature Block.

9. Issuance of Securities.

Each time you purchase an Offering, the securities will generally be issued within fourteen (14) business days of closing.

10. Terms of Offerings.

Each Offering shall have the terms and conditions set forth in the Offering Materials pertaining to such Offering. You understand and acknowledge that:

- (1) Terms may vary widely between Offerings on the Platform;
- (2) We neither set any of the terms of the Offering (as they are determined solely by the Issuer) nor offer any opinion or advice whatsoever about the terms of any Offering; and
- (3) We depend entirely upon the information you have provided us, including the representations and warranties herein, to determine the suitability of an Offering for you.

11. Investor Commitments.

Any investment commitment for an Offering is a commitment by you to purchase the Offering in the amount of the commitment you placed via the Platform. If the Offering amount available for purchase is less than the amount of your commitment, your commitment will be deemed to be in the amount still available for purchase, subject to acceptance by the Issuer and us. At the time you commit to purchase an Offering, you must

have sufficient available funds to complete the purchase. Once you place an investment commitment, it is irrevocable by you regardless of whether the full amount of the Offering is funded, provided that the minimum has been reached. If you do not qualify to invest in the Offering or we determine for any reason to reject your commitment, we reserve the right to reject your commitment by notifying you. The Platform does not warrant or guarantee that you will be able to place a commitment on any Offering.

12. Resale, Secondary Markets, and Liquidity.

You understand that none of the securities offered through the Platform will be listed on any securities exchange, that no trading market and no liquidity exists for the securities, and that it is uncertain whether any market will ever develop. Any trading of securities must be conducted in accordance with federal and applicable state securities laws, and you should therefore be prepared to assume the risk of holding securities indefinitely. Because of the lack of liquidity, it may be difficult or impossible to monetize the value of your investment, even if the underlying company is performing well.

You further acknowledge that no registration statement has been, or will be, filed with the United States Securities and Exchange Commission under the Securities Act with respect to any private securities offered through the Platform, and that the securities will be "restricted securities" as defined in Rule 144(a)(3) of the Securities Act and will therefore be subject to resale restrictions. A legend describing those restrictions will be placed on any physical certificate representing the securities, and a transfer agent may stop any transfer that is subject to the restrictions. You acknowledge that any securities that you purchase may not be resold without registration or an exemption from registration under applicable federal and state securities laws. You generally must wait at least one year before an exemption may become available for you to resell securities. Any resale of securities and any removal of a restrictive legend from, or stop transfer instructions relating to, securities will be subject to the approval of the Issuer, its legal counsel, and a transfer agent. You hereby absolve us of any responsibility or liability in relation to the use and removal of legends and stop transfer instructions.

13. Investor Representations, Warranties and Covenants.

As of the date of this Agreement, by continuing to access the Platform, you represent, warrant and confirm to us that:

(1) You meet the minimum financial suitability standards (if any) applicable to the state or other jurisdiction in which you reside, and you will abide by the maximum investment limits (if any), as required by law, as set forth herein or as may be set forth in the Offering Materials. You will provide any additional documentation reasonably requested by us to confirm that you meet such minimum financial suitability standards to invest in private securities Offerings and have satisfied any maximum investment limits therefor.

(2) You believe that investments in private securities are suitable for you.

(3) You have the legal competence, capacity, and authorization to execute this

Agreement and you are aware of no legal or regulatory reason why you should not invest in private Offerings on the Platform.

(4) (i) You have full capacity, power and authority to enter into and perform your obligations under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by you; (iii) you have received or been provided online access to the Offering Materials currently available on the Platform (which you acknowledge and agree will change from time to time); and (iv) in connection with this Agreement, you have complied in all material respects with applicable federal, state and local laws;

(5) Neither you, nor your principals, constituents, investors, clients or affiliates, if any, is in violation of any legal requirements relating to terrorism, the financing of terrorism or other illegal activities or money laundering, including Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001; the "Executive Order") and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act").

(6) Neither you, nor your principals, constituents, investors, clients or affiliates are a "Prohibited Person," which is defined as follows:

- i. a person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
- ii. a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;
- iii. a person or entity with whom you are prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the Executive Order and the Patriot Act;
- iv. a person or entity who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order;
- v. a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control; or
- vi. a person or entity affiliated with a person or entity listed above.

(7) Neither you, nor your principals, constituents, investors, clients or affiliates will (i) conduct any business or engage in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purposes of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Patriot Act.

(8) You acknowledge that private investments are speculative in nature, that projected returns may not be realized, and that local, national and international economic and political factors often negatively impact private investments of all kinds. You acknowledge that you have conducted or will conduct due diligence on the investment in any Offering prior to investing. You understand and acknowledge that we have not made

any warranty, representation or guarantee with respect to any Offering purchased through the Platform and that to do so would constitute a regulatory violation by us.

(9) You understand that the Offerings on the Platform generally will not be listed on any securities exchange, and that the securities purchased via the Platform generally are not transferrable except with the prior written consent of the Issuer, which may be granted at Issuer's sole discretion.

(10) You understand and agree that, as a condition to the ongoing effectiveness of this Agreement and of our obligation to provide you with access to the Platform, no securities law, regulation or rule (including any judicial decision interpreting, applying or addressing the same) of the United States or of any state or territory thereof (the "Securities Laws") shall prohibit (i) the execution and performance by the parties of this Agreement or (ii) the issuing, funding of (including any commitment to fund) or investment in or sale or purchase of (or offer to sell or purchase) any Offering without the registration of such Offering under the Securities Act or comparable laws in effect in any United States state or territory. You agree to comply with the Securities Laws at all times and to take no action that could result in our being deemed in violation of any of the Securities Laws.

(11) In the event that you elect to purchase an Offering, you agree to fulfill all requirements of the Platform, including but not limited to the execution (whether digitally or manually) of an investor agreement, any notes, loan purchase agreements, subscription documents, servicing agreements, representations and warranties, verification of your status as an Accredited Investor, and/or fund documents. You agree that you are, at all times while you have access to the Platform, subject to all rules and regulations of the Platform.

14. Restrictions on Use.

We may in our sole discretion, with or without cause and with or without notice, restrict your access to the Platform. Except as provided in this Agreement, (i) you are not authorized or permitted to use the Platform to place purchase commitments for someone other than yourself unless you are an authorized Agent for a Client; and (ii) you must be an owner or authorized Agent of the deposit account you designate for electronic transfers of funds, with authority to direct that funds be transferred to or from the account.

15. Prohibited Activities.

As a condition of access to the Platform, you understand and agree that you shall not do the following:

- (1) Represent that you are affiliated with the Platform.
- (2) Propose or agree to accept any compensation of any kind in connection with the Offering or transaction of private securities offered through the Platform.
- (3) Engage in any activities as a broker-dealer or representative in connection with the Offering or transaction of private securities offered through the Platform or violate any federal, state, or local law in connection with your use of the Platform.

16. Representations and Warranties of EQD.

EQD is a duly organized Texas limited liability company in good standing, and is a member of FINRA.

17. Notices.

You consent to the delivery of all notices and other communications related to the Platform, or any Offerings made through the Platform, by email to your registered email address or by posting to the Platform website. Notices shall be deemed to have been duly given and effective upon transmission or posting, respectively. You shall send all notices or other communications required to be given hereunder to us via email (provided that we confirm receipt), regular mail, fax (provided that we confirm receipt), or overnight delivery service.

You agree to notify us and to update your account settings if your registered email address changes by sending an email or calling us. You further agree to notify us of any change in your mailing address or telephone number so that, among other things, you can continue to receive all Disclosures in a timely fashion.

Our contact information is provided in the Signature Block.

18. No Advisory Relationship.

You understand and agree that any transactions on the Platform, including any purchase of securities pursuant to a private Offering, is an arm's-length transaction between you and us. EQD and our affiliates business on the Platform are not your agent or advisor, are not acting in a fiduciary capacity for you, and have not provided investment, legal, accounting, regulatory, or tax advice unless there is a separate written agreement documenting such an arrangement. You agree to consult with your own professional investment, legal, accounting and tax advisors, as necessary, to help you evaluate prospective investments in securities on the Platform.

19. Taxes; No Warranties.

You acknowledge that you understand that any anticipated United States federal or state income tax benefits may not be available and, further, may be adversely affected through the adoption of new laws or regulations or amendments to existing laws or regulations. You acknowledge and agree that we are providing no warranty or assurance regarding the availability of any tax benefits to you by reason of investing in Offerings on the Platform.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE TERMS OF USE AND THE PRIVACY POLICY, NO PARTY MAKES ANY REPRESENTATION OR WARRANTY TO THE OTHER PARTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ABOUT THE EFFECT OF THIS AGREEMENT OR

INVESTMENT IN PRIVATE SECURITIES UPON THE FEDERAL, STATE, LOCAL OR OTHER TAX LIABILITIES OF THE OTHER.

20. Our Right to Suspend, Delay, and Terminate.

We may immediately terminate this Agreement by giving you notice as provided herein ("Notices") at any time for any reason in our sole discretion.

We may immediately terminate an Offering and break escrow, whether or not anyone has submitted orders to purchase securities, at any time for any reason in our sole discretion. In such instances, any funds that have been transferred to the Escrow Account will be returned to your account. At any time prior to the completion of an Offering, we may, in our sole discretion, suspend an Offering or delay a closing in order to investigate, review or verify information about the Offering, or to review information about investors who have submitted orders to purchase securities.

We reserve the right to terminate or rescind your right and eligibility to purchase an Offering or to otherwise use the Platform (i) at any time prior to your purchase of any Offering and (ii) at any time subsequent to your purchase of any Offering, with respect to or for the purpose of purchasing any new or additional Offerings or otherwise except in connection with any securities you currently hold and your ownership interest therein.

We also may immediately terminate or suspend, with or without notice, your access to the Platform at any time for any reason in our sole discretion.

We may cease to operate the Platform, at any time, for any reason, in our sole discretion. In such instances, your account may be closed or, with your approval, it may be transferred to another Platform.

Any securities you purchase through the Platform prior to the effective date of any such action by us shall remain in full force and effect in accordance with our terms and the terms of the Offering.

21. No Guarantee of Investment or Investment Returns.

WE OFFER NO WARRANTY OR GUARANTEE OF ANY RATE OF RETURN, ANY RETURN OR REALIZATION OF PRINCIPAL OR INTEREST OR ANY RETURN AT ALL ON YOUR INVESTMENT IN SECURITIES PURCHASED THROUGH THE PLATFORM. WE DO NOT REPRESENT OR WARRANT THAT YOU WILL EVER BE ABLE TO RESELL YOUR INVESTMENT, OR RECEIVE A RETURN OF THE ORIGINAL PURCHASE AMOUNT.

22. Entire Agreement.

This Agreement, together with the Terms of Use, Privacy Policy, any other documents or information incorporated herein by reference and any securities purchased or held by you, constitutes the sole and entire agreement between you and us with respect to the subject matter hereof and supersedes all previous, contemporaneous or subsequent

negotiations, discussions, understandings, representations, warranties, agreements, communications and proposals, both oral and written.

23. Interpretation.

For purposes of this Agreement:

(1) The words "include," "includes" and "including" shall be deemed to be followed by the words "by means of example and without limitation"; the word "or" is not exclusive; the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; the terms "written" and "in writing" shall include e-mail notice; and unless the context requires otherwise, references to the singular include the plural and references to the plural include the singular.

(2) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any ambiguities in this Agreement shall not be construed strictly against the drafter of the language concerned, but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

(3) Unless the context otherwise requires, references herein: (i) to articles, sections, schedules and exhibits mean the articles and sections of, and schedules and exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute or other legal provision means such statute or provision as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder.

(4) The titles, headings, captions and section numbers used in this Agreement are for convenience of reference only and may not be used or considered by any person or party in construing or interpreting this Agreement and such titles, headings, captions and section numbers shall not be deemed in any way to limit, extend or amplify the scope, extent or intent of this Agreement, or any of the provisions of this Agreement.

(5) All references to dollar amounts in this Agreement shall mean amounts in lawful money of the United States of America.

24. Amendments and Modifications.

We have the right to change any term or provision of this Agreement from time to time, with or without notice, in which case we will post the modified terms on the Platform website. In the case of material changes, we will notify you by email in the manner set forth in Section 19. Any such modified term or provision shall become applicable with respect to your access to the Platform after the date we provide such notice. By continuing to access the Platform after the date of such notice, you agree that you will be deemed to have accepted any such modified term or provision.

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

25. Assignment.

You may not assign, transfer, sublicense or otherwise delegate your rights or responsibilities under this Agreement to any person without our prior written consent. Any waiver of a breach of any provision of this Agreement will not be a waiver of any subsequent breach, and a failure or delay to enforce any of the terms or conditions of this Agreement or the Terms of Use shall not constitute a waiver. The exercise by either party of any remedy hereunder, if any, will be without prejudice to its other remedies under this Agreement or otherwise and all remedies hereunder shall be cumulative and in addition to, and not in lieu of or in substitution for, any other rights and remedies available at law or in equity or otherwise. **The provisions of the Terms of Use and Privacy Policy are hereby incorporated in this Agreement by reference in their entirety.** All of the terms, covenants and conditions in this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, estate and assigns; however, any transfer of any interest herein in violation of any of the provisions hereof shall confer no rights upon any such successor or transferee. You agree to make, execute and deliver to us such other documents, and take such other actions, as we may reasonably request to the extent reasonably necessary or compliant with standard practices of the financial services industry to fulfill the provisions of, and the transactions contemplated by, this Agreement. Nothing in this Agreement, express or implied, shall give to any person, other than the parties, any benefit or any legal or equitable right, remedy or claim under this Agreement. We may assign this Agreement at any time without your permission, unless prohibited by applicable law.

26. Severability.

If any part of this Agreement is determined to be invalid or unenforceable, then such part will either be (1) reformed only to the extent necessary to make it enforceable, and such part as so reformed will continue in effect, to the extent consistent with the intent of the parties as of the date hereof; or (2) severed and deemed superseded by a valid enforceable provision that achieves the intent of the original provision. In any case, the remainder of the Agreement shall remain valid and enforceable to the full extent permitted by applicable law. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.**

27. Force Majeure; Survival.

Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of God, fire, natural disaster, act of government, strikes or labor disputes, any actual or threatened act of terrorism, inability to provide raw materials, power or supplies, or any other similar act or condition beyond the reasonable control of the parties (collectively, a "Force Majeure"); provided that the party so affected provides prompt notice and endeavors to avoid or remove the causes of nonperformance and continues performance hereunder immediately after such causes are removed. Upon such

circumstances arising, the parties agree to discuss in good faith what, if any, modification may be required to the terms of this Agreement, in order to reach a resolution, but shall not be obligated to agree to any specific course of action. In the event that any act of Force Majeure prevents either party from carrying out its obligations under this Agreement for a period of more than thirty (30) days, the party not so affected may terminate this Agreement upon fourteen (14) days' written notice to the other party, without any liability to either party except for any liability accruing prior to and independently of such termination.

28. Survival; General.

The terms of this Agreement shall survive unless otherwise modified or canceled in accordance with this Agreement, for as long as you maintain access to the Platform and until your satisfaction of your obligations hereunder.

29. Limitation on Liability.

TO THE MAXIMUM EXTENT PROVIDED BY LAW, IN NO EVENT SHALL WE BE LIABLE OR RESPONSIBLE TO ANYONE FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST REVENUE OR TURNOVER, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, LOSS OF CAPITAL, REPLACEMENT GOODS, LOSS OF OPPORTUNITY, BARGAIN, RIGHTS OR SERVICES OR LOSS OF TIME), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE OR REGULATION OR OTHERWISE. THE PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SPECIFIED HEREIN WILL SURVIVE AND APPLY EVEN IF FOUND OR ALLEGED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

30. Third Party Beneficiaries.

You understand and agree that each company that is a subsidiary or affiliate of EQD shall be a third-party beneficiary to this Agreement, and that such other companies shall be entitled to directly enforce and rely upon any provision that confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third-party beneficiaries to this Agreement.

31. Governing Law.

This Agreement shall be governed in all respects by the laws of the State of Texas. You submit that any and all claims, disputes, and causes of action that you might have against us arising out of this Agreement (whether sounding in contract, tort, or otherwise), or the negotiation, validity or performance hereof or the transactions contemplated hereby, shall be governed by, construed, and submitted to binding arbitration in accordance with the laws of the State of California without regard to any rules or principles of conflict of laws of such State or of any other jurisdiction that would permit or require the application of the laws of any other jurisdiction.

32. Arbitration.

To resolve any ambiguity, this Section 32 does not in any way affect any party's ability to bring an action against any Issuer or us under the federal securities laws. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The "Arbitrator(s)" shall be either a retired judge or an active or retired lawyer with at least ten years' relevant experience. The place of arbitration shall be Austin, Texas. The arbitration shall be governed by the laws of the State of Texas. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. The prevailing party shall be entitled to an award of reasonable attorney fees. Any arbitration under this Agreement will only take place with respect to a single person; class arbitrations and class actions are not permitted. BOTH PARTIES AGREE THAT EACH MAY BRING ARBITRATION CLAIMS AGAINST THE OTHER ONLY IN THE CAPACITY OF A SINGLE PERSON OR ENTITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both parties agree otherwise in writing, the Arbitrator may not consolidate more than one person's claims and may not waive this binding arbitration provision. The Arbitrator shall have no power to arbitrate any claims on a class action basis or claims brought in a purported representative capacity on behalf of the general public, other investors, or other persons similarly situated. The validity and effect of this Section shall be determined exclusively by a court, and not by the administrator or any Arbitrator. If any portion of this Section is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this section. This Section shall survive the termination of this Agreement.

33. Jurisdiction and Venue.

Except for disputes covered under Section 32 ("Arbitration"), each of the parties hereto hereby irrevocably and unconditionally (i) consents to submit to the sole and exclusive personal jurisdiction of the courts of the State of Texas and of the United States of America, in each case located in the State of Texas, City of Austin (the "Austin Courts"), for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement; (ii) waives any objection to the laying of venue of any such litigation in the Austin Courts and (iii) agrees not to plead or claim in any SF Court that such litigation brought therein has been brought in an inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Austin Courts. Service of process, summons, notice or other document by certified mail to the applicable party's current address for correspondence shall be effective service of process for any suit, action or other proceeding brought in any such court. Each of the parties hereby irrevocably waives any right that it may have had to bring such an action in any other court, domestic or foreign, or before any similar domestic or foreign authority and agrees not to claim or plead the same.

34. Waiver of Jury Trial.

EXCEPT FOR DISPUTES COVERED UNDER SECTION 32 ("ARBITRATION"), EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE OR CLAIM THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

35. Indemnification and Hold Harmless.

You agree to indemnify, defend, protect and hold harmless EQD, and their affiliates, officers, directors, stockholders, independent contractors, consultants, attorneys, advisors, shareholders, members, partners, successors, estates, assigns, employees and agents against all claims, liabilities, actions, costs, damages, losses, suits, proceedings, awards, judgments, settlements, demands and expenses of every kind, known or unknown, contingent or otherwise (i) resulting from any material breach of your obligations under this Agreement, including but not limited to your obligation to comply with all applicable laws; or (ii) resulting from your acts, omissions and representations or any fraud, gross negligence, willful misconduct, bad faith or unlawful activity (or that of your employees, agents or representatives) related to this Agreement, your use of the Platform, and any Offering made through the Platform. Your obligation to indemnify shall survive termination of this Agreement, regardless of the circumstances surrounding the termination.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Investor Agreement as of _____, 20__.

EQUITYDOOR:

By: _____

Name:

Title:

Address:

INVESTOR:

Name:

Address: