

SARNA ACCOUNT AGREEMENT

SECTION II –TERMS AND CONDITIONS

1. TERMS

By opening an account with Sarna and selecting “**I AGREE**” during the account opening process, you acknowledge and **AGREE** that you have received, read, and understand each of the two Sections included in this Sarna Account Agreement (collectively the “Agreement”) and **AGREE** to be bound by all of the Agreement’s terms and conditions.

You further affirm and **AGREE** that:

- You have the appropriate legal capacity to enter into this Agreement;
- You **WILL** provide truthful and accurate information to Sarna and update Sarna on any changes to ensure all information you have provided remains current;
- You authorize Sarna to obtain credit reports to verify the information that you have provided and for other purposes;
- You **WILL** promptly pay any amount owed to Sarna including amounts owed for all fees and charges; and,
- You **WILL** settle all transactions in U.S. dollars by making payments drawn on an account at a U.S. financial institution.

If approved, your Sarna account will be a self-directed brokerage account.

You are aware that if you have any questions or concerns, either now or in the future, regarding any aspect of this Agreement, you should email Sarna with your questions or concerns at info@sarnafinance.com as soon as possible.

2. NO RECOMMENDATIONS OR INVESTMENT ADVICE

You understand and acknowledge that Sarna does not provide any investment advice or recommendations including, but not limited to, the appropriateness of any security, investment, financial product, or investment strategy. You understand and acknowledge that you alone are totally responsible for determining whether a particular transaction or strategy is suitable for you. You understand and **AGREE** that, even though various financial information is available on the Sarna platform, Sarna is not recommending or advising you to invest in any particular security or other financial product, to use any particular investment strategy, or to rely on the accuracy of any information made available to you.

3. INDEMNIFICATION

You **AGREE** to indemnify Sarna, and its affiliates, directors, officers, employees and agents (collectively the “Sarna Related Parties”), and to hold the Sarna Related Parties harmless from all losses, damages, claims, actions, costs and liabilities (including attorneys’ fees) arising out of any transaction in which Sarna acts, either directly or indirectly, on your behalf, at your direction and/or as your agent.

You **AGREE** to be solely responsible for:

- any breach by you of any provision or representation contained in this Agreement;
- any dispute that does not directly and solely result from Sarna's failure to perform services as set forth in this Agreement; and
- any inaccurate information supplied by you or anyone you authorize to provide information to Sarna.

4. OWNERSHIP, AUTHORITY & AGENCY

You certify that the information that you have provided to Sarna is complete and accurate, and you certify that:

- no one other than yourself has any interest in this account (unless such interest is reflected in the title of the account);
- you are opening an account solely for investment purposes and **WILL** not use the account to disable or disrupt Sarna's system, nor to engage in any abusive, improper or illegal activity;
- you are not employed by a broker-dealer or other employer whose consent is required, by regulation or otherwise, to open and maintain this account unless such consent has been provided to Sarna;
- you are not a director, ten (10) percent beneficial owner, policy making officer or otherwise an affiliate (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company unless you disclose this in writing to Sarna; and
- you are not currently insolvent, bankrupt or subject to any similar condition or proceeding.

Except as provided by this Agreement or as otherwise agreed upon in writing, transactions will be executed only upon your order, or the order of a person authorized in writing by you to submit orders on your behalf. You understand and **AGREE** that all orders placed on Sarna's platform are designated as "**NOT HELD**" orders. Therefore, Sarna has discretion over the price and time of execution for all orders placed on the platform. You authorize Sarna to establish relationships with brokers and to appoint and use sub-agents to execute your orders.

You authorize Sarna and any subagents to maintain customer records, hold securities in bearer, registered or book entry form, place or withdraw orders and take other reasonable steps in connection with Sarna's responsibilities. You **AGREE** that Sarna does not act as an agent for Wedbush, Sarna's clearing firm, and you **AGREE** not to hold Wedbush or any Sarna Related Parties liable for any losses. Until Sarna receives a written notice from you to the contrary, Wedbush and any other broker that Sarna engages may accept instructions from Sarna on your behalf.

5. ON-LINE INVESTING RISKS

You understand and **AGREE** that Sarna is not responsible for losses of any kind nor for damages if your orders cannot be placed on or through the Sarna platform. Additionally, you understand and agree that Sarna is not responsible for losses nor for damages that may occur because of high trading volume, market volatility, technology problems, including but not limited to, Sarna technology problems or other failures.

6. THIRD-PARTY SERVICES AND PRODUCTS

You accept and **AGREE** to be bound by the terms and conditions which govern any third-party products and services provided to you on or through the Sarna platform. You understand that Sarna's third-party vendors are authorized to enforce their terms and conditions. You will be deemed to have **AGREED** to these terms and conditions, which are hereby incorporated in this Agreement when you Agree to the terms of this Sarna Account Agreement and through your use of any of these third-party products or services.

7. INDEBTEDNESS

You understand and **AGREE** that the securities and other property maintained on your behalf by Sarna or a Sarna affiliate will be subject to a lien, a continuing and perfected security interest and a right of set-off for the discharge of all indebtedness you may have to Sarna.

You **AGREE** that Sarna may, without prior notice to you, use, transfer, or liquidate any securities or other property to satisfy a debt or other obligation that you have to Sarna. Sarna may, in its sole discretion, determine which securities or other property should be liquidated without regard to the tax or other consequence which may result from this action.

You **AGREE** to hold all Sarna Related Parties harmless from and against all damages, losses or expenses including, but not limited to, the costs of collection and attorney fees which result from enforcement of Sarna's right to collect a debt from you.

8. LIQUIDATION

You **AGREE** that if you default on any of your obligations under this Agreement or become bankrupt, insolvent or subject to a similar condition, or are subject to any bankruptcy, reorganization, insolvency or other similar proceeding, Sarna, in its sole discretion as it deems advisable, can at any time and without prior notice to you to:

- cancel, terminate, accelerate, liquidate, and/ or close any or all accounts, agreements, or transactions between you and Sarna, and then calculate damages;
- pledge, transfer or sell any assets in your account or any other account in which you may have an interest (whether such interest is held with Sarna or its affiliates) either individually or jointly with others; and/or
- take any other action Sarna deems appropriate and apply the proceeds to the discharge of any obligation you may have to Sarna.

9. AGREEMENT TO ARBITRATION

THIS AGREEMENT CONTAINS THIS PRE-DISPUTE ARBITRATION CLAUSE. Your agreement to arbitration shall not constitute a waiver of any other rights under this Agreement.

Both you and Sarna **AGREE** that all controversies or disputes which may arise between you and Sarna, including controversies or disputes you may have with Sarna's clearing broker, concerning any transaction, performance or breach of this Agreement or any other agreement between you and Sarna shall be resolved by arbitration conducted before a FINRA arbitration panel in accordance with FINRA arbitration procedures. Either party may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the laws of the State of Illinois. By entering into this Agreement to arbitrate any and all disputes, you and Sarna **AGREE** as follows.

- Both parties to this Agreement are forfeiting their right to sue each other in a court of law and giving up the right to a trial by jury except as provided by the rules of the arbitration forum under which a claim is filed.
- Arbitration awards are generally final and binding. A party's ability to reverse, modify or appeal an arbitration award is limited.
- The ability of either party to obtain documentation and to discover other information is generally more limited than in court proceedings.
- Arbitration panels usually do not have to explain the reason(s) for their award except under certain circumstances.
- The panel of arbitrators typically will include one or more arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration.
- The rules of the arbitration forum in which the claim is filed will govern any arbitration proceeding.
- The ability of the parties to bring a punitive or class action to arbitration may be limited.

10. SECURITIES LENDING PROGRAM

As a condition of opening this account, you **AGREE** to be automatically enrolled in our clearing broker's securities lending program. Under this program, our clearing broker may lend out the securities in your account to other Wedbush customers or other third-party clearing brokers. This program will not restrict your ability to sell any securities held in your account.

11. UNUSUAL EVENTS

You acknowledge that all Sarna Related Parties and third-party vendors are not liable for damages or losses including, but not limited to, those caused by: Exchange or regulatory rules or amendments to those rules, trading halts or suspensions, market volatility or other disruptions to orderly trading on any exchange or market, interruptions of communications, data service or data processing, government restrictions, war, acts of terrorism, failure of various communication systems, failure of electronic or mechanical equipment, unauthorized account access or theft, other extraordinary problems or any other conditions beyond Sarna's control.

12. ASSIGNMENT

Sarna may assign its rights and duties under this Agreement to any affiliate without giving you notice or to any non-affiliated entity upon providing a written notice to you. Any rights that Sarna has under this Agreement may be exercised by Sarna or may be assigned including, but not limited to, the right to collect any debit balance or other obligation.

13. WAIVER

No provision of this Agreement can be waived, altered, modified, or amended unless agreed upon in writing by Sarna. Any failure to insist at any time upon strict compliance with any term contained in this Agreement, any delay or failure to exercise any power or right given in this Agreement or even a continued course of such conduct will not operate as a waiver of any power, right, term or requirement.

14. SEVERABILITY

If any condition or provision of this Agreement shall be held to be invalid or unenforceable by any court or other body with authority, such invalidity or unenforceability will affect only that condition or provision. The validity of the remaining provisions and conditions will remain in effect and this Agreement will be interpreted as though such invalid or unenforceable condition or provision was not included in this Agreement.

15. MODIFICATION OF ACCOUNT AGREEMENT

Sarna will notify you of any material changes to the terms and conditions of this Agreement via email or through our platform. Your continued use of the Sarna platform and services will constitute your express acknowledgment of and consent to any amended Agreement. The most updated version of this Agreement will be available for your review under the disclosure library section on the Sarna platform.

16. TERMINATION

Sarna reserves the right to close your account at any time with or without providing prior notice. At any time, you may close your account by providing a written notice to Sarna. This Agreement will remain in effect until Sarna acknowledges your notice that you are closing your account in writing. The provisions of this Agreement governing arbitration, choice of law, liability, indemnification and confidentiality will survive the termination of this Agreement.

17. TRANSACTIONS SUBJECT TO LAW

All transactions executed through Sarna are subject to the rules, regulations, customs, and other methods of doing business through an exchange, market, clearinghouse, or other agency that processes transactions. Applicable law may place restrictions on your ability to freely trade certain securities if you own "restricted" or "controlled" securities or if an insider trading policy applies to you. You **AGREE** to comply with all applicable laws, rules and regulations, and to only affect transactions through Sarna which are legally permissible.

18. GOVERNING LAW

This Agreement shall be governed by the Laws of the State of Illinois except that the arbitration provisions of this Agreement shall be governed by the Federal Arbitration Act.

19. ELECTRONIC SIGNATURE

I Understand, **AGREE**, and **INTEND** that my electronic signature on this document is legally binding in the same manner as if I signed the document manually and in-person.

AGREED and ACCEPTED

I Acknowledge and Agree that I have read and that I understand the preceding Disclosures, Account Information, Terms and Conditions, including specifically the pre-dispute arbitration clause and the Market Data Addendum, all of which are part of this Sarna Account Agreement. I Agree to comply in full with this Agreement and all of its Terms and Conditions. I AGREE THAT (1) ANY SECURITIES HELD IN MY MARGIN ACCOUNT MAY BE BORROWED BY SARNA OR LOANED TO OTHERS; AND, (2) THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT INCLUDING A COPY OF THE SARNA FINANCE LLC MARKET DATA ADDENDUM TO THIS AGREEMENT, BOTH OF WHICH I AGREE TO ABIDE BY IN FULL; AND, (3) TO HOLD SARNA AND ALL SARNA RELATED PARTIES HARMLESS FROM ANY AND ALL DAMAGES, LOSSES, AND EXPENSES ASSOCIATED WITH MY USE OF A SARNA ACCOUNT.

Sarna Finance LLC Market Data Addendum

This agreement (the “Market Data Addendum” or the “Addendum”) supplements and forms part of the Sarna Finance LLC’s (“Sarna”) Account Agreement (as supplemented, updated and amended from time to time (the “Account Agreement”). This agreement is the “Market Data Addendum” referred to in the Sarna Account Agreement and incorporated by reference therein. Capitalized terms used in this Market Data Addendum and not otherwise defined have the meanings given to them in the Account Agreement. This Market Data Addendum may be amended or supplemented from time to time by notice as set out in section 4 below.

AS SET OUT BELOW AND WITHOUT LIMITATION, TO RECEIVE NYSE MARKET DATA YOU AGREE TO THE AGREEMENT FOR MARKET DATA DISPLAY SERVICES AT SECTION 3(A) AND APPENDIX 1 OF THIS MARKET DATA ADDENDUM, TO RECEIVE NASDAQ MARKET DATA YOU AGREE TO THE NASDAQ MARKET DATA AGREEMENT AT SECTION 3(B) OF THIS MARKET DATA ADDENDUM, AND TO RECEIVE OTC MARKETS DATA YOU AGREE TO THE OTC MARKETS SUBSCRIBER AGREEMENT REFERENCED AT SECTION 3(C) OF THIS MARKETS DATA ADDENDUM.

1. NO WARRANTY; LIMITATION OF LIABILITY

Sarna and/or its affiliates receive Market Data from industry sources and third-party providers. Market Data is provided or made available to you on an "as is" and on an "as available" basis and should not be considered as any form of advice or recommendation for you or your Account. Sarna does not endorse, approve, or provide any view or opinion on any Market Data. Neither Sarna nor any third-party provider (i) warrants or guarantees the accuracy, timeliness, completeness or correctness of any Market Data, or (ii) warrants any results or interpretations from any use or reliance upon Market Data for any purpose. Your use of any Market Data is at your own risk. Past performance is no guarantee of future results.

NEITHER SARNA NOR ANY THIRD PARTY PROVIDER SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR OR DELAY IN, INTERRUPTION OR OMISSION OF ANY MARKET DATA, INFORMATION OR MESSAGE, OR THE TRANSMISSION OR DELIVERY THEREOF; OR (B) ANY LOSSES (AS DEFINED IN THE ACCOUNT AGREEMENT) OR DAMAGE ARISING FROM OR IN CONNECTION WITH MARKET DATA OR ANY SUCH INACCURACY, ERROR, DELAY, INTERRUPTION OR OMISSION, WHETHER DUE TO ANY ACT OR OMISSION BY SARNA OR A THIRD PARTY PROVIDER, OR OTHERWISE. SARNA AND THE THIRD-PARTY PROVIDER(S) ARE NOT RESPONSIBLE FOR, AND YOU AGREE NOT TO HOLD ANY OF THEM LIABLE FOR ANY LOSSES, LOST PROFITS,

TRADING LOSSES OR OTHER DAMAGES RESULTING FROM OR IN CONNECTION WITH YOUR USE OF ANY MARKET DATA, OR FROM OR IN CONNECTION WITH ANY INACCURATE, DEFECTIVE OR UNAVAILABLE MARKET DATA. THE LIMITATIONS OF LIABILITY IN THIS MARKET DATA ADDENDUM ARE IN ADDITION TO AND WITHOUT PREJUDICE TO ANY OTHER LIMITATIONS OF LIABILITY IN THE ACCOUNT AGREEMENT OR OTHER AGREEMENTS YOU MAY HAVE FROM TIME TO TIME WITH ANY OTHER SARNA ENTITY OR WITH ANY THIRD-PARTY PROVIDER.

We may remove, restrict or terminate access to or provision of any Market Data at any time, or change any relevant third-party provider or any Market Data (and thereby the precise Market Data provided or made available, or the manner in which any Market Data is provided or made available) at any time.

2. NON-PROFESSIONAL; RESTRICTIONS ON USE

You may only use (and represent to us that you will only use) Market Data provided to you in connection with the Platform for your own personal, non-professional use, and subject to the terms of the Agreement including this Market Data Addendum and the agreements constituted hereby. You must not use Market Data for any purpose not directly related to the Platform or your Account, and you must not provide, retransmit, redistribute or publish any Market Data to any other person or entity.

3. SPECIFIC TERMS REQUIRED BY THIRD-PARTY DATA PROVIDERS

A. New York Stock Exchange Market Data

Sarna may provide or make available to you through the Platform certain Market Data being (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange, (b) such bond and other equity last sale and quotation information, and such index and other market information as United States-registered national securities exchanges and national securities associations may make available and as the New York Stock Exchange may from time to time designate as being (“Market Data”), and (c) all information that derives from such information (such data or information from time to time being “NYSE Market Data”).

To receive or have made available to you any NYSE Market Data, you enter into the “Agreement for Market Data Display Services” in the form attached in Appendix 1 to this Market Data Addendum (the “NYSE Market Data Agreement”) with Sarna.

The NYSE Market Data Agreement will be deemed to have been executed and entered into by you by your agreement to the Sarna Account Agreement and the Sarna Finance LLC Market Data Addendum, and in addition to being incorporated

into the Account Agreement by virtue of this Market Data Addendum, constitutes a separate agreement between you and Sarna. You acknowledge and agree that the NYSE Market Data Agreement is a legal, valid and binding contract between you (as Subscriber) and Sarna (as Vendor).

B. NASDAQ Market Data

Sarna may provide or make available to you through the Platform certain Market Data that consists of or includes information owned or provided by NASDAQ (as defined in paragraph 12 of Appendix 2 to this Addendum) You Agree to the terms set out in paragraph 1 -13 of Appendix 2 to this Addendum (**the NASDAQ Market Data Agreement**) which constitute a legally binding Agreement between you and Sarna.

To receive or have made available to you any NASDAQ Market Data, you enter into the “Agreement for Market Data Display Services” in the form attached in Appendix 2 to this Market Data Addendum (the “NASDAQ Market Data Agreement”) with Sarna.

The NASDAQ Market Data Agreement will be deemed to have been executed and entered into by you by your agreement to the Sarna Account Agreement and the Sarna Finance LLC Market Data Addendum, and in addition to being incorporated into the Account Agreement by virtue of this Market Data Addendum, constitutes a separate agreement between you and Sarna. You acknowledge and agree that the NASDAQ Market Data Agreement is a legal, valid and binding contract between you (as Subscriber) and Sarna (as Vendor).

4. AMENDMENTS AND MODIFICATIONS

THIS MARKET DATA ADDENDUM AND ITS TERMS AND ANY AND ALL AGREEMENTS CONSTITUTED BY IT MAY BE SUPPLEMENTED OR AMENDED FROM TIME TO TIME BY SARNA BY NOTICE TO YOU, AND SUCH NOTICE REQUIREMENT MAY BE SATISFIED BY THE REVISED MARKET DATA ADDENDUM BEING POSTED ON THE SARNA PLATFORM. BY CONTINUING TO MAINTAIN ANY ACCOUNT OR ACCESS TO THE PLATFORM OR ANY MARKET DATA, YOU WILL BE DEEMED TO ACCEPT THE TERMS OF THE REVISED MARKET DATA ADDENDUM AND WILL BE LEGALLY BOUND BY ITS TERMS.

5. GOVERNING LAW AND JURISDICTION

Paragraph 9 (Arbitration) and Paragraph 18 (Governing Law) of Section II of the **SARNA ACCOUNT AGREEMENT** apply to and are incorporated into this Addendum as if set out here in full.

Appendix 1

NYSE Market Data Agreement

Sarna Finance LLC (“Sarna”) agrees to make “Market Data” available to you pursuant to the terms and conditions set forth in this agreement. By agreeing to the Sarna Account Agreement and the Sarna Finance LLC Market Data Addendum, you agree to comply with those terms and conditions. Section 1 of the Market Data Addendum sets forth the terms and conditions of general applicability. Section 2 of the Market Data Addendum applies insofar as the Subscriber receives and uses Market Data made available pursuant to this Agreement as a Nonprofessional Subscriber.

1. Market Data Definition – For all purposes of this agreement, "Market Data" means (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange ("NYSE"), (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorizing SRO") may make available and as the NYSE may from time to time designate as "Market Data"; and (c) all information that derives from any such information.

2. Proprietary Nature of Data – Subscriber understands and acknowledges that each Authorizing SRO and Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

3. Enforcement - Subscriber understands and acknowledges that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Subscriber or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Subscriber shall pay the reasonable attorney's fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

4. Data Not Guaranteed – Subscriber understands that no Authorizing SRO, no other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator") and no information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither Subscriber nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war,

insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

5. Permitted Use - Subscriber shall not furnish Market Data to any other person or entity. Subscriber has represented and warranted to, if Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use. If Subscriber receives Market Data other than as a Nonprofessional Subscriber, it shall use Market Data only for its individual use in its business.

6. Dissemination, Discontinuance or Modification - Subscriber understands and acknowledges that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.

7. Duration; Survival - This Agreement remains in effect for so long as Subscriber has the ability to receive Market Data as contemplated by this Agreement. In addition, Sarna may terminate this Agreement at any time, whether at the direction of the Authorizing SROs or otherwise. Paragraphs 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Agreement.

8. Miscellaneous – The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire agreement between the parties in respect of its subject matter. Subscriber may not assign all or any part of this Agreement to any other person. The person executing this Agreement below represents and warrants that he or she has legal capacity to contract and, if that person is executing this Agreement on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

By agreeing to this agreement, you acknowledge that you have read the preceding terms and conditions of this agreement, that you understand them and that you manifest your assent to, and your agreement to comply with, those terms and conditions by agreeing to this agreement.

9. Nonprofessional Subscriber definition - "Nonprofessional Subscriber" means any natural person who receives market data solely for his/her personal, non-business use and who is not a "Securities Professional". A "Securities Professional" includes an individual who, if working in the United States, is:

- (a) registered or qualified with the Securities and Exchange Commission (the "SEC"), the Commodities Futures Trading Commission (the "CFTC"), any state securities agency, any securities exchange or association, or any commodities or futures

contract market or association,

(b) engaged as an "investment advisor" as that term is defined in Section 202 (a) (11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), or

(c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require him or her to be so registered or qualified if he or she were to perform such functions for an organization not so exempt.

A person who works outside of the United States will be considered a "Securities Professional" if he or she performs the same functions as someone who would be considered a "Securities Professional" in the United States. Subscriber may not receive Market Data as a "Nonprofessional Subscriber" unless they fall within Paragraph 9's definition of "Nonprofessional Subscriber."

10. Permitted Receipt - Subscriber may not receive Market Data from Sarna, and Sarna may not provide Market Data to Subscriber, on a "Nonprofessional Subscriber" basis unless Sarna first properly determines that Subscriber qualifies as a "Nonprofessional Subscriber" as defined in Paragraph 9 and Subscriber in fact qualifies as a "Nonprofessional Subscriber".

11. Permitted Use – If Subscriber is a Nonprofessional Subscriber, he or she shall receive Market Data solely for his or her personal, non-business use.

12. About you - in connection with your Account and the Account Agreement you have provided to Sarna the following information, and you represent and warrant that such information continues to be true, complete and accurate in all respects:

- Your name
- Your address
- Your employer
- Your occupation and job description

In connection with your Account and the Account Agreement you have confirmed to Sarna that you are not a Securities Professional, and in particular you confirm and warrant as follows:

- You use Market Data solely for your personal, non-business use;
- You do not receive Market Data for your business or any other entity;
- You are not currently registered or qualified with the SEC or the CFTC;
- You are not currently registered or qualified with any securities agency, any securities exchange, association or regulatory body, or any commodities or futures contract market, association or regulatory body, in the United States or elsewhere;
- Whether you are located within or outside the United States, you do not perform any functions that are similar to those that require an

individual to register or qualify with the SEC, the CFTC, any other securities agency or regulatory body, any securities exchange or association, or any commodities or futures contract market, association or regulatory body;

- You are not engaged to provide investment advice to any individual or entity;
- You are not engaged as an asset manager;
- You do not use the capital of any other individual or entity in the conduct of your trading;
- You do not conduct trading for the benefit of a corporation, partnership, or other entity;
- You have not entered into any agreement to share the profit of your trading or receive compensation for your trading activities;
- You are not receiving office space and equipment or other benefits in exchange for your trading or work as a financial consultant to any person, firm, or business entity;
- You will notify and update Sarna promptly in writing of any change in your circumstances that may cause you to cease to qualify as a Non-professional Subscriber or that may change your responses to any of the following statements or may cause any of them to be untrue in respect of you.

13. Certification - By executing this Agreement, Subscriber hereby certifies that he or she falls within Paragraph 9's definition of "Nonprofessional Subscriber" and that the personal and employment information that he or she has provided to Sarna in connection with their Account and confirmed in Paragraph 12 is truthful and accurate.

Appendix 2

NASDAQ Market Data Agreement

Sarna Finance LLC (“Sarna”) agrees to make “Market Data” available to you pursuant to the terms and conditions set forth in this agreement. By agreeing to the Sarna Account Agreement and the Sarna Finance LLC Market Data Addendum, you agree to comply with those terms and conditions. Section 1 of the Market Data Addendum sets forth the terms and conditions of general applicability. Section 2 of the Market Data Addendum applies insofar as the Subscriber receives and uses Market Data made available pursuant to this Agreement as a Nonprofessional Subscriber.

Sarna may provide or may make available to you through the Platform certain Market Data that consists of or includes Information owned or provided by NASDAQ (each as defined in paragraph 12 of Appendix 2). You agree to the terms set out in Appendix 2 attached to this Market Data Addendum, below (the “**Nasdaq Market Data Agreement**”), which constitute a legally binding agreement between you and Sarna.

1. Use of Data - You are only permitted to access, view, or use any Information for your personal, non-business, use. You undertake to only use Information for your personal, non-business, purposes. You agree not to sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office or place. You agree not to engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any NASDAQ or SEC Rule or other applicable law, rule or regulation. You agree not to present the Information rendered in any unfair, misleading, or discriminatory format and to take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.

2. Proprietary Data - You acknowledge and agree that (i) NASDAQ has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ, and compilation or other rights to Information gathered from other sources; and (ii) NASDAQ's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by you of any Information, NASDAQ or its third-party information providers shall have the right to obtain injunctive relief for its respective materials.

3. Modifications - NASDAQ may from time to time, in its sole discretion, make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Sarna's service or in the way Information is provided

or presented to you and may affect your access to or use of some or all of the Information. Neither NASDAQ nor Sarna shall not be responsible for such effects.

4. Reporting and Audit - If requested by Sarna or NASDAQ, you undertake to provide reasonable cooperation including: (i) promptly providing information or materials in response to any reasonable request; and (ii) making available for examination all records, reports, payments, and supporting documentation, in each case relating to the Information, necessary to reach a conclusion as to your compliance with these terms.

5. System - You acknowledge that NASDAQ, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in the way Information may be displayed or provided to you. NASDAQ shall not be responsible for such effects.

6. No endorsement - NASDAQ does not endorse or approve any equipment, Sarna, or Sarna's service. Sarna makes no representations or warranties in connection with NASDAQ or Information.

7. Limitations of Liability -

(a) Except as may otherwise be set forth herein, NASDAQ shall not be liable to you or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if NASDAQ has been advised of the possibility of such damages.

(b) NASDAQ shall not be liable to you or any other Person for any unavailability, interruption, delay, incompleteness or inaccuracy of the Information. This section shall not relieve NASDAQ, you, or any other Person from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims. You understand and agree that the terms of this section reflect a reasonable allocation of risk and limitation of liability.

8. Disclaimers of Warranties - NASDAQ and its third-party information providers make no warranties of any kind — express, implied or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.

9. Third-Party Information Providers' limitation of liability - NASDAQ's third-party information providers shall have no liability for any damages for the accuracy of or for delays or omissions in any of the Information provided by them, whether direct or indirect,

lost profits, special or consequential damages of you or any other Person seeking relief through you, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to you or any other Person seeking relief through you pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by you or any other Person seeking relief through you, as applicable.

10. Claims and Losses - You will indemnify NASDAQ and hold NASDAQ and its employees, officers, directors and other agents harmless from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by you with the terms and conditions hereof; (b) any third-party actions related to your receipt and use of the Information, whether authorized or unauthorized; (c) a claim of infringement or other violation of an intellectual property right by you or your actions or omissions, equipment or other property.

11. Termination - You acknowledge that NASDAQ, when required to do so in fulfillment of statutory obligations, may by notice to Distributor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Distributor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to NASDAQ. Any affected Person will have available to it such procedural protections as are provided by the Act and applicable rules thereunder. In the event of your breach, discovery of the untruth of any of your representations, or where directed by the SEC in its regulatory authority, NASDAQ may terminate this Nasdaq Market Data Agreement with not less than three (3) days written notice to you provided either by NASDAQ or Sarna.

12. Definitions - The following terms have the following meanings:

(a) “Act” shall mean the Securities Exchange Act of 1934, applicable only to Information disseminated from a NASDAQ Market in the United States.

(b) “Information” means certain market data and other data disseminated that has been collected, validated, processed, and recorded by the System or other sources made available for transmission to and receipt from either a Vendor or from NASDAQ relating to: (a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; (b) activities of NASDAQ; (c) other information and data from NASDAQ. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated or reengineered from the processed Information or that the processed Information can be used as a substitute for Information.

(c) “NASDAQ” means collectively NASDAQ, Inc., a Delaware limited liability company and its subsidiaries and Affiliates.

(d) “NASDAQ Markets” shall mean the regulated securities and options exchange subsidiaries of NASDAQ and other regulated market subsidiaries of NASDAQ, including, but not limited to, The NASDAQ Stock Market.

(e) “Person” means any natural person, proprietorship, corporation, partnership or other entity whatsoever.

(f) “SEC” means the U.S. Securities and Exchange Commission.

(g) “System” means any system NASDAQ has developed for the creation and/or dissemination of Information.

13. Amendments - This Nasdaq Market Data Agreement may be amended or modified as set out in section 4 of the Sarna Finance LLC Market Data Addendum to which this Appendix is attached.