CAPITAL R

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2) Regulation D offerings (Rule 506(c)), which are offered only to accredited investors. These offerings are made through Capital R.

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You may not divert data from the Site, either internally or externally, except as specifically authorized by us. We are not liable to you for any diverted, repackaged or disseminated data. We reserve the right to audit your usage of data in adherence to our requirements and limitations specified within these Terms and Conditions on an annual basis for the purposes of establishing and verifying that you have not diverted, repackaged or disseminated data.

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Issuer

Each issuer, or person, who is offering securities on the Site (an "Issuer") is responsible for the material such Issuer posts on this Site and, by posting such material, represents that: (i) it has complied in all material respects with all applicable rules and regulations; and (ii) such information will not contain any untrue

statement of a material fact or omit to state a material fact required to be stated or necessary to make such statements not misleading in light of the circumstances under which they are made. The Site and Investors are entitled to rely upon any representations made by the Issuer. Each Issuer is responsible for ensuring that its securities offering, including use of the Site, is in compliance with all applicable statute, law, ordinance, regulation, rule, code, injunction, judgment, decree or order of any United States or foreign, federal, state, local, municipal or other governmental, regulatory or administrative authority, agency or commission or any judicial or arbitral body, or any body duly authorized to exercise any administrative, judicial, executive, legislative, police, regulatory or taxing authority power or authority of any of the foregoing ("Applicable Law"). Each authorized representative of an Issuer accessing the Site hereby represents and warrants, on behalf of such Issuer, that its use of the Site is, and shall be at all times, in compliance with Applicable Law. Each issuer hereby agrees, by creating an issuer account and using the Site, that it shall become a member of the Capital R general community, shall receive communications from Capital R and grants to Capital R a perpetual, irrevocable, non-exclusive license to all of the data posted by such Issuer on the Site.

Each Issuer hereby agrees to indemnify, defend and hold Capital R and any of its affiliates, and any of its successors and assigns, and any of their respective officers, directors, employees, agents, representatives, licensors, advertisers, suppliers, and operational service providers harmless from and against any and all claims, actions, losses, expenses, damages and costs (including reasonable attorneys' fees), resulting from any breach or violation of these Terms of Use by such Issuer or its employees, agents, customers, or affiliates or arising from such Issuer's or its employees, agents, customers, or affiliates use of the Site.

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You expressly understand and agree that, to the full extent permitted by applicable laws, in no event will Capital R be liable for damages, losses and expenses of whatever nature and however arising, including without limitation direct or indirect, special, incidental, consequential, exemplary or punitive damages, losses or expenses, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible loss, arising in connection with this Site or use thereof or inability to use by any party, or in connection with any failure or performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Capital R or its representatives are advised of the possibility of such damages, losses or expenses. Hyperlinks to or from other internet resources are accessed at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements; the content, accuracy, opinions expressed and other links provided by these resources are not endorsed by Capital R. This limitation of liability applies whether the alleged liability is based on contract, negligence, tort, strict liability or any other basis. Your sole remedy for dissatisfaction with the Site and/or information contained on the Site is to stop using the Site. In the event that the foregoing disclaimer of liability is held to be invalid or unenforceable, you agree that the maximum cumulative aggregate liability of Capital R to you for all damages, losses, and causes of action (whether in contract, tort (including, without limitation, negligence and strict liability), or otherwise) at any time shall be the lesser of USD$100 or the aggregate cumulative amount paid by you to Capital R up to and including the time of the incurrence of such liability, if any, to access the Site. You agree that any cause of action arising out of or related to the Site must commence within one (1) year after the cause of action accrues or the cause of action is permanently barred.

Indemnification

You agree to indemnify, defend and hold harmless Capital R, its parents, subsidiaries, affiliates, officers and employees from any claim or demand, including reasonable attorneys' and experts' fees and costs, arising out of your use of this Site, including information made available to you through this Site or the violation of this Terms of Use, including any breach of your covenants or agreements hereunder. Capital R reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you based on a third-party claim and, in such case, you agree to cooperate with Capital R in the defense of such matter.

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Unauthorized use of the Site and systems, including, but not limited to, unauthorized entry into Capital R's systems or misuse of any information is strictly prohibited. You may not use this Site in any manner that could damage, disable, overburden or impair any of Capital R site or service or interfere with any other party's use and enjoyment of any Capital R site or service. You may not attempt to gain unauthorized access to any Capital R site or service, computer systems or networks connected to any Capital R site or service, through hacking, password mining or any other means. You agree that you will not engage in any activities related to this Site that are contrary to applicable laws or regulations.

Your "Information" means any information and materials you provide to Capital R or other users in connection with your registration for or use of the Site. You are solely responsible for Your Information, and Capital R acts merely as a passive conduit for your online distribution and publication of your Information. You hereby represent and warrant to Capital R that your use of this Site and your Information (a) will not be false, inaccurate, incomplete or misleading; (b) will not be fraudulent or involve the sale of counterfeit or stolen items; (c) will not infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (d) will not violate any state, federal, or local law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) will not be defamatory, libelous, unlawfully threatening, or unlawfully harassing; (f) will not be obscene or contain child pornography or be harmful to minors; (g) will not contain any viruses, Trojan Horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or

expropriate any system, data or personal information; and (h) will not create liability for Capital R or cause Capital R to lose (in whole or in part) the services of its ISPs or other partners or suppliers.

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Consent to electronic delivery. As a user of this Site, you specifically agree to receive, obtain, and/or submit any and all documents and information electronically. These documents and information will be collectively known as "Electronic Communications," and will include, but not be limited to, any and all current and future required notices and/or disclosures, and all relevant agreements relating to your activities on the Site. You accept Electronic Communications provided via email as reasonable and proper notice for the purpose of fulfilling any and all rules and regulations and agree that such Electronic Communications fully satisfy any requirement that communications be provided to you in writing or in a form that you may keep. As a user of this Site, you are responsible for keeping your primary email address on file with Capital R up to date, so that Capital R can communicate with you electronically. You understand and agree that if Capital R sends you an Electronic Communication, but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your internet service provider, or you are otherwise unable to receive Electronic Communications, Capital R still will be deemed to have provided the communication to you.

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This Terms of Use will be governed by and construed in accordance with the laws of the State of New York, without reference to its choice of law principles. The venue for any dispute will be New York, New York. The parties each irrevocably waive their right to a trial by jury in any action arising from or relating to this Terms of Use.

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You agree that regardless of any statute or law to the contrary but only to the extent permissible by law in each relevant jurisdiction, any claim or cause of action arising out of or related to use of the Services, these Terms or our Privacy Policy must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

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Private Placement Risk Disclosure

The purchase of the privately placed Securities of a non-public company ("Securities") is, in general, a highly speculative investment and should be undertaken only by persons who are financially able to bear the loss of their entire investment and who have no need for liquidity of their investment in the Issuer of such Securities ("Issuer"). Such investments involve various risks relating to the nature of the financing and potentially the state and federal legalities surrounding the Issuer, the nature and stage of development of the Issuer's business, and the business sector in which it operates. The listing below is not meant to be an all-inclusive description of such risks, but rather highlights some of the more significant factors and special risks relating to offerings of privately placed Securities of companies with limited operating histories in particular and should be used as guidance only. For a description of the business, operations, and financial condition of a specific issuer, and the particular risks arising from an investment in an issuer's Securities, investors should obtain and carefully read the available offering materials provided by such issuer, including any private placement memorandum, offering circular or prospectus prepared by the Issuer before making any investment. Each potential investor, in considering the purchase of Securities, must perform its own evaluation of whether investing in Securities generally or purchasing Securities in a particular offering is consistent with its investment objectives, risk tolerance, and financial situation. There are a variety of risk factors typically associated with investing in new issue Securities, any one of which may have a material and adverse effect on the price of such security. Prospective purchasers should consider the following factors, among others, before deciding to purchase Securities, and should consult with their own legal, tax and financial advisors with respect to these matters.

Lack of Operating History. the Issuer may be in the early stages of development with a history of little or no revenues and may have historically operated at a loss before, during, and may continue to, following the offering of the Securities. Such issuers are typically subject to the difficulties, uncertainties, and risks associated with the establishment of a new or early stage business such as manufacturing capability, limited product lines, lack of marketing expertise, the existence of more experienced or better capitalized competition, and reliance on a few large suppliers or customers.

No Prior Market for the Issuer's Securities; Determination of Offering Price. For the Securities of non-publicly traded issuers, there is no or only a very limited secondary trading market and it is unlikely that an active secondary trading market will develop or be sustained following a privately placed offering of such issuer's Securities. There is no assurance that an investor in such Securities will be able to sell them at a particular time or that the price received upon any sale will be favorable. Securities issued by private companies have not been registered under the Securities Act or under the Securities laws of any State of the United States or any other jurisdiction, including outside the United States. Therefore, Securities purchased in these unregistered offerings may not be offered, resold, pledged or otherwise transferred, including without limitation in the United States or to U.S. persons, (i) unless the Securities are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available, and hedging transactions involving the Securities may not be conducted unless in compliance with the Securities Act, and (ii) except as permitted under any applicable Securities laws of the U.S. States and other jurisdictions. the Issuer of the Securities may require an opinion of counsel in form and substance satisfactory to the Issuer to the effect that any proposed transfer is in compliance with the Securities Act and all applicable Securities laws of the U.S. States and other jurisdictions.

Arbitrarily Determined Offering Price. The offering price of Securities issued in non-underwritten private offerings is determined by the Issuer based on its subjective evaluation of factors such as the history of, and

prospects for, the Issuer's business and the industry in which it competes, an assessment of management, past and present operations, prevailing market and economic conditions, and any other factors it deems relevant to the security being offered. The offering price may not bear a relationship to the amount of earnings anticipated to be generated by the Issuer, or the Issuer's assets, book value or other recognized criteria of value, and should not be regarded as an objective valuation or an indication of any future resale value of the Securities offered.

Uncertainty of Financial Projections. Business plans and financial projections provided by the Issuer of Securities are based on assumptions and projections that may not prove accurate. No assurance can be given regarding the validity of the Issuer's assumptions or the attainability of its financial projections. Although an issuer may believe that the assumptions underlying its business plan are reasonable, future operating results and growth projections are inherently uncertain and may differ materially from the projections presented to potential investors.

Proceeds of the Offering May Be Insufficient to Execute on the Issuer's Business Plan. The shares of the Issuer are in most instances being offered on a "best efforts" basis. In this type of offering structure, the placement agent is not required to sell any specific number or dollar amount of Securities but will use its best efforts to sell the Securities being offered by the Issuer. Accordingly, the funds raised in the offering may not equal amounts contemplated by the Issuer to be required to effectuate its business plan or otherwise be sufficient to permit the Company to develop and conduct operations consistent with its projected performances.

Additional Financing May Be Required. An issuer that operates at a loss or with limited cash flow following an offering of its Securities, may be required to secure additional financing in order to fund its operations. If the Issuer decides to issue additional equity Securities, it is possible that their issuance will result in dilution of the interests of its existing shareholders, an increase in indebtedness to the detriment of existing lenders or other effects on the issued and outstanding Securities of such issuer. To the extent that the Issuer incurs indebtedness, the Issuer will be subject to certain risks including interest rate fluctuations and inability to generate sufficient cash flow to make scheduled payments. In addition, indebtedness generally ranks prior to the equity of an issuer for purposes of distributing the Issuer's assets in the event of bankruptcy. There is also the possibility that the Issuer will be unable to locate financing on satisfactory terms or may be required to significantly curtail its operations.

Management's Discretion in the Application of Proceeds. Unless specified in the Issuer's private placement memorandum, offering circular or prospectus, the Issuer's management team will have broad discretion as to the use of the net proceeds from an offering of its Securities. This could result in the proceeds being applied to uses that investors may not deem desirable or with which they may not agree.

Dependence on Key Personnel. the Issuer may be highly dependent on the services of key technical and management personnel the loss of whose services could have a material adverse effect on the Issuer's business or operations. If the Issuer loses the services of key management personnel, or if it fails to recruit additional highly skilled personnel as needed, its ability to expand its operations and increase the size of the company will be impaired, and it may experience loss of markets or market share and become less competitive.

Proprietary Rights and Licenses. If an issuer is dependent on proprietary and/or licensed technology in its operations, its success will be closely related to its ability to obtain and enforce intellectual property protection for such technology. There exists the possibility that certain patents would not be sufficiently broad to protect key aspects of such an issuer's or its licensor's technology, so that competitors would be able to duplicate the Issuer's products or that patent laws would not provide effective legal or injunctive remedies to prevent infringement. Patents are also frequently challenged, invalidated, or circumvented by competitors; litigation of patent or infringement claims may result in substantial cost and diversion of resources.

Competition. Most companies experience significant competition in their market sectors from other companies, including larger companies which may have access to greater financial, technical, and other

resources. It may be difficult for an issuer, particularly an issuer in the early stages of its business development, to continue to make investments necessary to maintain its competitive position.

The Securities Offered May Be Subject to Registration. If at a point in time following an offering, the Issuer has assets above $10 million and more than 2,000 holders of its equity Securities (or 500 holders of record who are not accredited investors), it would be subject to registration under the Securities Exchange Act of 1934, triggering public company reporting requirements which require substantial management attention and materially higher compliance and reporting costs going forward. The Issuer may incur expenses tracking holders of record to avoid needing to register, such expenses may include the engagement of a transfer agent and other services to account for and properly designate the status of such holders.

Significant Transfer Restrictions. There is no expectation that the Securities offered will be registered under the Securities Act of 1933, the Securities laws of any state or the Securities laws of any other jurisdiction. Accordingly, such Securities cannot be resold except in accordance with exemptions from the registration requirements of the applicable Securities laws and regulations. Generally, persons in the United States will be required by law to hold such non-registered Securities for at least one (1) year. Non-U.S. Persons who purchase the Securities will initially be restricted from reselling them to U.S. persons in accordance with Rule 901 of Regulation S and will otherwise be required to hold the Securities for any period required by the laws of the jurisdiction in which they reside. In addition, an issuer or a secondary trading platform may designate a lockup period longer than required by applicable law. These restrictions will have an adverse impact on an investor's ability to resell the Securities and on the price at which that investor may be able to resell them, if at all.

Purchasers may lack information for monitoring their investment. the Issuer is not registered with the Securities and Exchange Commission and currently has no periodic reporting requirements. Accordingly, the Securities offered may not have any special information rights attached to them and purchasers may not be able to obtain all the information they would want regarding the Issuer or the Securities offered.

Additional Risks Applicable to Digital Securities

In some instances, the Securities offered may be digital Securities or Securities exchangeable under certain conditions into digital Securities. Digital Securities are novel and have a limited or no history. As a result, the market for such digital Securities may be subject to substantial and unpredictable disruptions that cause significant volatility in prices. Investors will not be able to compare them against other like instruments. The listing below highlights some of the more significant factors and special risks relating to digital Securities. The list is not meant to be an all-inclusive description of such risks, but rather should be used as guidance only.

Digital Securities Represent a New and Developing Market. The blockchain and smart contract technologies on which digital Securities are based, are part of a new and rapidly changing industry subject to a variety of technical risks that are difficult to evaluate. The software, technology and technical concepts and theories applicable to digital Securities are likely to still be in an early development stage, the fact of which poses significant operational, technological, regulatory, reputational, and financial risks. There is no commercially standard process for receiving, using or proving ownership of digital Securities, and no warranty can be made that receiving, using or proving ownership will be uninterrupted or error-free or that smart contracts are fit for the purpose intended by an Issuer. There is an inherent risk that the digital Securities and related technologies and theories could contain weaknesses, flaws, vulnerabilities or defects causing, among other things, a malfunction resulting in the partial or complete loss of or inability to use digital Securities.

Uncertainties in Law and Regulation of Digital Securities. In addition, new or changing laws and regulations or interpretations of existing laws and regulations as they are applied to digital Securities, as well as uncertainties related to the tax and accounting characterization and treatment of digital Securities, may materially adversely impact: (i) an issuer's ability to conduct its business as contemplated or to operate as a going concern; (ii) a holder's ability to compliantly access marketplaces, if any, on which to trade the digital

Securities; and (iii) and the structure, rights and transferability of the digital Securities. Moreover, an issuer of digital Securities is subject to the risk that compliance with any particular regulator's interpretation of a legal issue may not result in compliance with another's interpretation of the same issue or that any particular regulator's interpretation of a legal issue may change over time to an issuer's detriment. Consequently, there can be no assurance that any new or continuing regulatory scrutiny or initiatives will not have a material adverse impact on the value of the digital Securities and otherwise impede the Issuer's activities.

Risks of hacking and security weaknesses. Hackers or other malicious groups or organizations may attempt to interfere with digital Securities in a variety of ways, including, but not limited to, malware attacks, denial of service attacks, consensus-based attacks, Sybil attacks, smurfing and spoofing. Since techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not recognized until they are launched against a target, third-party hosting facilities may be unable to anticipate these techniques or to implement adequate preventative measures. Issuers of digital Securities may rely on blockchain technology, rather than traditional intermediaries to track and account for the holders of Securities issued by them; these methods are untested and may result in a loss of holder of record status due to technological problems, including but not limited to (i) defective code, (ii) malicious use of systems and (iii) loss of private keys to access digital wallets or addresses.

Loss of a Private Key Could Result in Loss of the Digital Securities. Once digital Securities are issued and delivered to an investor, each investor's ownership and custody of such Securities is associated with a private "key address." The owners of the digital Securities will be responsible for maintaining the confidentiality of their private key addresses which are necessary to control and dispose of the Securities stored in each holder's digital "wallet" or "vault." The loss of one or more of such private keys will result in the loss of the holder's digital Securities. Moreover, any third party that gains access to one or more of any holders' private keys, including by gaining access to login credentials of a hosted wallet service the holder uses, may be able to misappropriate the tokens.

Cautionary Note Regarding Forward-Looking Statements

Issuers make "forward-looking statements" in various of their offering materials. In some cases, these statements may be identified by forward-looking words such as "may," "might," "should," "would," "could," "expect," "plan," "anticipate," "intend," "believe," "estimate," "predict," "potential" or "continue," and the negative of these terms and other comparable terminology. These forward-looking statements, which are subject to known and unknown risks, uncertainties and assumptions about the Issuer, may include projections of an issuer's future financial performance based on its growth strategies and anticipated trends in its business. These statements are only predictions based on the Issuer's current expectations and projections about future events. There are important factors that could cause actual results, level of activity, performance or achievements to differ materially from the results, level of activity, performance or achievements expressed or implied by the forward-looking statements.

Although the Issuer's management believes the expectations reflected in the forward-looking statements are reasonable, it cannot guarantee future results, level of activity, performance or achievements. Moreover, neither an issuer nor any other person assumes responsibility for the accuracy or completeness of any of these forward-looking statements. Investors should not rely upon forward looking statements as predictions of future events.

Neither the Issuer nor the placement agent is under any duty to update any of these forward-looking statements contained in its offering materials after the date thereof to conform prior statements to actual results or revised expectations, and neither the Issuer nor the placement agent intends to do so.

We caution investors not to place undue reliance on the forward-looking statements, which speak only as of the date of the offering materials in which they appear.

Offering materials may also incorporate estimates and other statistical data made by independent parties and by an issuer relating to market size and growth and other data about an issuer's industry. This data involves a number of assumptions and limitations, and Investors are cautioned not to give undue weight to such estimates. In addition, as noted above, projections, assumptions and estimates of our future performance and the future performance of the markets in which an issuer operates are necessarily subject to a high degree of uncertainty and risk.

Privacy Policy

Nothing is more important to us than the trust of our users.

This privacy policy ("Privacy Policy") describes how, OpenDeal Inc. and its subsidiary OpenDeal Broker LLC d/b/a Capital R ("Capital R," "we," "us," or "our"), collect, use and disclose any personal information you provide to us when using the site, services, and applications offered by Capital R (the "Services") on and through https://republic.co (the "Site"). By accessing the Site or using the Services, you acknowledge and consent to our practices described below. Your access to the Site, use of the Services, this Privacy Policy and all defined terms used herein, are subject to and governed by our Capital R Terms of Service.

We emphatically value the trust of our users. We are committed to protecting your privacy and preserving your trust. Please carefully review this Privacy Policy to learn about choices available to you regarding our use of your information.

OpenDeal Inc. (the "Parent") owns and maintains this site located at https://republic.co (the "Site"), parent is neither a registered broker-dealer, investment advisor nor funding portal. Unless indicated otherwise with respect to a particular issuer, all securities-related activity is conducted by regulated affiliates of Parent: OpenDeal Portal LLC dba Republic, a funding portal registered here with the US Securities and Exchange Commission (SEC) and here as a member of the Financial Industry Regulatory Authority (FINRA), or OpenDeal Broker LLC dba Capital R, a broker-dealer registered with the SEC and FINRA/SIPC. You can review the background of our broker-dealer and our investment professionals on FINRA's BrokerCheck here.

OpenDeal Broker LLC and its affiliates, OpenDeal Portal LLC and Republic Maximal LLC, are part of the Republic family of companies wholly owned by the Parent. As a U.S. broker-dealer, Capital R is required to collect certain information. Capital R uses aggregated personal information to improve, monitor, and protect the security of this Site. We do not share, sell, rent or trade your personal information except as provided in this Privacy Policy, with your consent, or as required by law. If you are not comfortable providing personal information to us, then this Site will not be useful to you and you will not be able to do business with us.

Please note that information gathered in connection with any services provided via the Site may be governed by separate terms. In the event that you receive such services, you agree that those other terms shall supersede any conflicting terms contained in this Policy.

Collection of Information (Cookie Policy)

In order to better serve your particular needs, Capital R (and third parties working on Capital R's behalf) may collect information from you while visiting our Site. Some of this information is collected automatically through various methods including, but not limited to cookies. Capital R may also obtain information directly from you and, depending upon the nature of transactions you may conduct, from third party sources.

We may also collect anonymous information, which does not personally identify you, when you visit our Site. The anonymous information includes the pages you view on our Site, the search terms you enter into our search utility, your IP address and the operating system, browser software and Internet service provider you use.

We may use the standard "cookie" feature of major browser applications and other data capture mechanisms that allow us to store data about your visit. Cookies help us learn which areas of our Site are useful and which areas need improvement. You may configure your browser to prevent cookies from being set on your computer. If you do so, you may still view most of the Site, although you may not be able to enjoy all of our services.

Personally Identifiable Information

Information We May Collect: We collect certain information directly from you, required by regulatory authorities and certain information required for performing our services. We do this to help identify you, provide our services, and tell you about products or services you may want. The information we collect may include: (a) Identity information – such as your name, legal entity, Tax ID number, Social Security number, address and officers; (b) Information from third parties – we may also collect information from consumer reporting agencies such as verifying your identity through public records.

USA Patriot Act of 2001

The information that is collected from you is within the guidelines and regulations of the USA Patriot Act of 2001, which requires Capital R to obtain, verify and record information that identifies its clients and their affiliates.

How We Treat Your Information: While providing acquisition & divestiture services, as well as other offerings and services offered by Capital R, we may share certain information described above with companies or investors in the ordinary course of providing our services. The sharing of this information will be subject to the confidentiality and sharing provisions as set forth in our engagement letter with you. We may provide information to regulatory authorities and law enforcement officials in accordance with applicable law or to others when we believe in good faith that the law requires it. In the event of a sale of all or part of our business, we may share customer information related to that business as part of the transaction. We do not sell or share your information with marketers who may want to offer you their own products and services.

Neither do we share information we receive about you from a consumer-reporting agency. You do not need to take any action for this benefit.

Securing Your Information: Keeping your information secure is one of our most important responsibilities. We maintain physical, electronic and procedural safeguards to protect your information. Employees and agents are authorized to access your information only when they need it to provide you with products and services or to maintain your accounts.

Notice to California Users: Pursuant to California Civil Code Section 1789.3, any questions about pricing, complaints, or inquiries about Capital R must be sent via certified mail to: Capital R, Legal Department, 335 Madison Ave, 7th Floor, New York, NY 10017. Furthermore, the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Notice of Verification of Issuer Identity

All securities transactions are processed through OpenDeal Broker LLC, a member of FINRA | SIPC. For certain securities offerings, as required by Federal law or regulation, we must: (a) Obtain a copy of the issuer's certificate of incorporation, partnership agreement, or other document evidencing the establishment of the entity; and (b) Verify that an issuer, prospective issuer or investor and the principal officers of such issuer or

investor do not appear on a list provided to us by the government, such as the Treasury Department OFAC "Specifically Designated Nationals and Blocked Persons" List (SDN List) and is not from, or engaging in transactions with people or entities from, embargoed countries and regions listed on the OFAC website.

Site Users

The Site is not intended for minors under eighteen (18) years of age. Capital R does not market any products or services to those under eighteen (18) years of age or knowingly collect any information from those under eighteen (18) years of age.

Third Party Access to Information

In order to better serve your particular needs, Capital R and certain companies and individuals working on Capital R's behalf will have access to all or a portion of the various types of Site visitor information we may collect. When we share access to personal information with companies or individuals working on Capital R's behalf, we generally endeavor to protect such personal information by requiring those parties to enter into an agreement with Capital R to safeguard the confidentiality of personal information. We may also disclose information about the use of our Site in aggregate, statistical form.

As permitted by law, the information we collect, including personally identifiable information, may also be disclosed to third parties if Capital R, in its sole discretion, believes disclosure is necessary to comply with legal or regulatory processes or requests or to protect the rights, property, or personal safety of Capital R, its affiliates, and/or the respective customers, members, directors, officers, employees, agents, and representatives of Capital R and its affiliates; other Site users; and/or the public.

Solicitation

An email received by a recipient is not a solicitation. Any offering securities is a private placement transaction without registration with the U.S. Securities and Exchange Commission of any other securities' regulatory authority. As a consequence, transfer of the stock may be restricted by applicable securities laws, depending on the investor's jurisdiction. There may be no current public market for trading in the stock and there are no assurances that a liquid secondary market will develop for trading the securities. Except for the drag-along rights, and as otherwise required by applicable securities laws, there are no current restrictions on transfer of the securities.

Exclusions

This Privacy Policy does not apply to any Personal Data collected by Capital R other than Personal Data collected through the website. This Privacy Policy shall not apply to any unsolicited information you provide to Capital R through this website or through any other means. This includes, but is not limited to, information posted to any public areas of the Site, such as bulletin boards (collectively, "Public Areas"), any ideas for new products or modifications to existing products, and other unsolicited submissions (collectively, "Unsolicited Information"). All Unsolicited Information shall be deemed to be non-confidential and Capital R shall be free to reproduce, use, disclose, distribute and exploit such Unsolicited Information without limitation or attribution.

Security

We use a secure server and security protocol to safeguard information we collect from you. To help ensure the security of your personal and financial information that you submit to us via our Site (other than via an email message), we use security software to encrypt the information before and during its transmission through the Internet. We allow information to be submitted for transmission only if your browser is compatible with our security software. If your browser is not compatible, you will receive a message indicating your transaction cannot be completed because of the security risk.

Email messages are not secure. Our security software does not encrypt email messages. Please keep in mind that transmitting information via the Internet is never completely secure and that, therefore, any information submitted may be intercepted, viewed, collected, used, altered, copied or disclosed by others. We are not responsible for the security or confidentiality of communications you send to us (or that we send to you) through the Internet using email messages.

We take seriously the issue of safeguarding your privacy online. However, please note that you should exercise discretion with respect to the submission of any personal or financial information.

Links to Other Websites

This Site contains links to websites of third parties. Please note that when you click on one of these links, you will be accessing a website Capital R does not control and which may be governed by privacy policies and practices that differ from ours. Capital R is not, and will not be, responsible for the privacy policies or practices of third parties or the content or security of any third-party websites. These links are provided solely as a convenience to you and not an endorsement by Capital R of the contents of such third-party Sites or resources. Capital R is not, and shall not be held responsible for the legality, timeliness, accuracy, completeness or appropriate nature of any information, data or other content, advertising, offerings, products, or services located on or through any other third-party Sites or resources, or any loss suffered by you. If you decide to access a linked Site, you do so at your own risk.

Consent

Any information you submit to us via our online forms or via e-mail is provided on a voluntary basis. When you access our Site, the collection, use, and distribution of your information will be handled according to the terms and policies outlined in this Privacy Policy, unless superseded by the appropriate Other Terms (as discussed above). By using this Site, you consent to collection and use of your information as described in this Policy, including personally identifiable information Capital R may collect. If you object to any of the policies outlined in this Policy, we ask that you do not submit information to Capital R or access our Site. We may update or modify this Policy at any time. Any such updates or modifications will be effective upon posting on this Site, and your continued use of the Site will constitute your consent to any updated or modified Privacy Policy.

International Visitors

This Website is hosted in the United States. If you are an international visitor, please note that by providing your personal information, you are: (i) permitting the transfer of your personal information to the United States, which may not have the same data protection laws as the country in which you reside; and (ii) permitting the use of your personal information in accordance with this Privacy Policy. We may also request additional documentation due to your status as a non-U.S. citizen, for purposes of AML/KYC requirements and our own compliance processes.

Your Data Protection Rights Under the General Data Protection Regulation (GDPR)

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. Capital R aims to take reasonable steps to allow you to correct, amend, delete or limit the use of your Personal Data.

If you wish to be informed about what Personal Data, we hold about you and if you want it to be removed from our systems, please contact us.

In certain circumstances, you have the following data protection rights:

- *The right to access, update or delete the information we have on you.* Whenever made possible, you can access, update or request deletion of your Personal Data directly within your account settings section. If you are unable to perform these actions yourself, please contact us to assist you.
- *The right of rectification.* You have the right to have your information rectified if that information is inaccurate or incomplete.
- *The right to object.* You have the right to object to our processing of your Personal Data.
- The right of restriction. You have the right to request that we restrict the processing of your personal information.
- *The right to data portability.* You have the right to be provided with a copy of the information we have on you in a structured, machine-readable and commonly used format.
- *The right to withdraw consent.* You also have the right to withdraw your consent at any time where Capital R relied on your consent to process your personal information.
- Please note that we may ask you to verify your identity before responding to such requests.
- You have the right to complain to a Data Protection Authority about our collection and use of your Personal Data.

For more information, please contact your local data protection authority in the European Economic Area (EEA). Please note, that due to Capital R's regulated status, certain E.U. rights may not be exercisable for us to be in compliance with U.S. law, by accessing this Site, you agree and acknowledge that U.S. law will have priority over any E.U. law, and by using this Site you waive your right to claim preference in the event of the conflict of law.

Business Continuity Plan

In the event of a significant business disruption, either internal or external, Capital R and its affiliates, plan to respond in a timely fashion and resume business operations by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing our customers to transact business. In short, Capital R's business continuity plan is designed to permit us to resume operations as quickly as possible, given the scope and severity of the significant business disruption.

The Business Continuity Plan Addresses: data backup and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counterparty impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

Significant Business Disruptions: Capital R's plan takes into account two kinds of Significant Business Disruptions, internal and external. Internal significant business disruptions affect only Capital R's ability to communicate and do business, such as a fire or loss of electrical power in the office or building. External significant business disruptions prevent the operation of the securities markets or a number of firms, such as

a terrorist attack, a natural disaster, or another event that causes a wide-scale, regional disruption in essential services.

Internal Significant Business Disruptions: In the event of a disruption in Capital R's business operations due to an internal significant business disruption, Capital R will attempt to continue to conduct business as usual by utilizing alternative communication methods (if available), such as the Internet, cell phones, etc., or by moving its operations to an alternative location. If personnel or operations must be moved to an alternate location, Capital R anticipates that it will resume regular operations as soon as possible.

External Significant Business Disruptions: In the event of a disruption in Capital R's business operations due to an external significant business disruption, Capital R will attempt to continue to conduct business as usual by moving its operations to an alternative location outside the affected area, if possible, or by providing customers with alternative communication arrangements, as indicated below, to conduct business. Capital R will attempt to resume business within twenty-four (24) hours and to keep everyone informed regarding relevant events to the best of its ability based on the circumstances.

In all cases, Capital R will resume normal business operations as soon as it is able to do so based on the type and the extent of the disrupting event.

Communications: In the event you are unable to reach Capital R at our main number, please proceed as follows:

Contact Capital R at the following alternate telephone number: (646) 951-3056
Access Capital R's website at www.republic.co/capitalr

Social Media Features

Our website may also include Social Media Features such as the Facebook Like button, Twitter, and other social media functionality. These features are interactive mini-programs and may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our website. Your interactions with these features are governed by the privacy policy of the company providing it.

Opt-Out Policy

We may at times send you email communications with marketing or promotional materials. If you prefer not to receive such marketing or promotional emails from us, or have your Personal Data used for any other direct marketing purposes, you have the right to opt-out and may unsubscribe completely by clicking the appropriate links at the bottom of the emails, managing your preferences on the website, or contacting us on the Site or over email. Please also note that at times we may need to send you email communications that are transactional in nature such as service or termination announcements or payment confirmations which are communications you will not be able to opt-out of.

If, after submitting a request to opt-out, you affirmatively subscribe to receive emails on individual offerings, issuers, or other focused subject matters, you will no longer be deemed to have opted out of those specific communications. You will, however, remain opted out for all other marketing and promotional emails.

You will be able to modify the information concerning your account by visiting the Site and editing any information you wish to change. You will be able to change your email address, password, contact information, or other login information by visiting your settings page subject to Site policy. If you need help modifying your information, please contact us at compliance@thecapitalr.co.

You may stop or restrict the placement of Capital R's cookies, Google's cookies and third party cookies on your computer or device by adjusting your web browser preferences or a “Do Not Track” setting in your web browser. You can also restrict marketing cookies by rejecting cookies on the Site. For details, please refer to our Cookie Notice. If you do so, you may still use our Site, but this may interfere with some of its functionality.

If you would like us to remove your Personal Data, please send a request to: compliance@thecapitalr.co

We are not responsible for removing your Personal Data from the lists of any third party who has previously been provided with your information in accordance with this notice.

If you have any questions about how to modify your Personal Data, exercise your right to opt-out, or have questions about our use of cookies, please email us at: compliance@thecapitalr.co

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Capital R offers securities through OpenDeal Broker LLC, a member of FINRA | SIPC.

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