

## Terms of Service

These Terms of Service form part of a contract between BOIR Reporting LLC, a Minnesota limited liability company (“BOIR LLC”) and any individual (a “Client User”) who creates an account through any website owned by BOIR LLC (the “BOIR LLC Site”) to receive services offered by BOIR LLC (the “Services”). The Services relate to beneficial ownership information reports (each, a “BOI Report”) filed by reporting companies (each, a “Company”) under the Corporate Transparency Act, codified under Title 31 of the United States Code and the regulations promulgated thereunder (the “CTA”). The Services itself cannot and is not intended to provide financial or regulatory guidance or advice. Please contact a lawyer or other qualified professional with any questions regarding CTA compliance. THE CONTENT ON THE SITE AND THE SERVICE ARE NOT AND SHOULD NOT BE CONSIDERED LEGAL OR FINANCIAL ADVICE OR A SUBSTITUTE FOR OBTAINING LEGAL OR FINANCIAL ADVICE FROM A QUALIFIED PROFESSIONAL.

### A. Client Users and Roles.

The BOIR LLC Site allows Client Users to serve different roles based upon their choices (each, a “Role”). Each Client User agrees to be responsible as provided in these Terms of Service (these “Terms”) for each Role they choose to perform in the BOIR LLC Site.

**Client User Accounts.** Each Client User who is an individual, natural person will have an individual account (the “Individual Account”).

**Professional Roles.** Each Client User who is designated as Professional Advisor or Professional Administrator by a firm that has contracted with BOIR LLC to obtain access to a Dashboard (such firm being the “Professional”) will have access to the Professional Dashboard. Professional Advisors and Professional Administrators will have different levels of visibility and permissions inside the Professional Dashboard.

### B. Provisions Applicable to Individual Accounts.

**Client Users:** Each Client User hereby represents, warrants and agrees that (a) Client User is over the age of majority in the jurisdiction where Client User resides and is legally capable of entering into this Agreement, (b) all information entered by Client is true and correct, (c) any image file uploaded by Client User to BOIR LLC Site is a true, correct and legitimate image of the authentic document shown in the image file, (d) Client User will maintain control of the Individual Account and will not permit any other person to use Client User’s login name or password, and (e) Client User will use the Services solely for the legal purposes intended.

**Company Administrator:** If a Client User creates a company account (a “Company Account”) or accepts an invitation to serve as a Company Administrator for a Company Account, the Client User will be a Company Administrator for that Company Account: Each Client User who is a Company Administrator for a Company Account represents that (a) all the information entered for that Company is true, correct, and complete to the Company Administrator’s knowledge, and (b) the individuals identified as Beneficial Owners for that Company are all the Beneficial Owners required to be designated as such in accordance with the CTA. For reference purposes, the information entered by a Client User is hereinafter referred to as the Company’s “BOI Reporting Information.”

**Company Applicant:** If a Client User accepts an invitation to be identified as a Company Applicant with respect to an applicable Company, such Client User represents that he or she either (a) directly filed the document with the secretary of state or other applicable office that caused such Company to be formed (or registered) or (b) was primarily responsible for directing the actions of the individual who directly filed such document. Each Company Applicant agrees that the applicable Company may include that Company Applicant's relevant information in the Company's BOI Report to be filed by the Company with FinCEN under the CTA. The Company Applicant understands and agrees that, by agreeing to have the Company Applicant's relevant personal information included in the BOI Report, the Company Applicant represents and warrants that the Company Applicant's information is true, accurate and complete. The Company Applicant acknowledges that the willful submission of false or inaccurate information, or the willful failure to file reports required by the CTA, is a crime.

**Beneficial Owner:** If a Client User accepts an invitation that designates that Client User a Beneficial Owner with respect to a Company, the Client User agrees that such Client User is a "beneficial owner" of the applicable Company as such term is defined in the CTA. Each Beneficial Owner agrees that the applicable Company may include that Beneficial Owner's Personal Information in the Company's BOI Report to be filed by the Company with FinCEN under the CTA. The Beneficial Owner understands and agrees that, by agreeing to have the Beneficial Owner's Personal Information included in the BOI Report, the Beneficial Owner represents and warrants that the Beneficial Owner's Personal Information is true, accurate and complete. The Beneficial Owner acknowledges that the willful submission of false or inaccurate information, or the willful failure to file reports required by the CTA, is a crime.

**Company Advisor:** If a Client User accepts an invitation to serve as an Advisor to a Company, such Advisor agrees that his or her interactions with the Company Account will be governed by his or her applicable professional obligations to the Company, as determined by any underlying professional engagement involving the Advisor and the Company or Client Advisor, the provisions of which are not modified or altered by these Terms.

**Provisions Applicable to Professional Accounts:** Individuals who have the Role of Professional Administrator or Professional Advisor agree to utilize the Services in accordance with the applicable duties and responsibilities they owe to their applicable Firms, the provisions of which are not modified or altered by these Terms. The acceptance of these Terms by any Professional Administrator or Professional Advisor does not modify any agreement between BOIR LLC and the applicable Professional. If a Professional Administrator or Professional Advisor enters information for any Company Account, such Professional Administrator or Professional Advisor represents that (a) the Professional Administrator or Professional Advisor is duly authorized by the Company and the Professional to do so, (b) such information is true and correct to the best knowledge of such Professional Administrator or Professional Advisor.

#### C. Provisions Applicable to Company Accounts.

**Subscriptions:** Each order for a Service that bears a fee (each, a "Subscription") entered into by a Company creates a contract binding on both the Company Administrator and the Company itself, consisting of the Subscription and these Terms. BOIR LLC may offer various types of Subscriptions from time to time, each of which will be described in an applicable Order.

**Service Fees:** BOIR LLC will provide, and the Client User will purchase and pay for, the Services specified in the Subscription for the fees specified therein (the "Service Fees"). The Company Administrator and the Company itself will be jointly and severally liable for the Service Fees and the obligations of the Company as provided in the Subscription and these Terms.

**Fees, Taxes and Payment:** The Client User will pay the Service Fees as set forth in the Subscription. The Client User must maintain a valid credit card on file with BOIR LLC and must authorize BOIR LLC to charge the Service Fees to such credit card or make other billing arrangements with BOIR LLC that are acceptable to BOIR LLC. All fees are fully earned when due and non-refundable when paid. Any amounts payable to BOIR LLC not paid when due will bear interest at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less. If BOIR LLC retains an attorney or collection agency to enforce its rights under this Agreement, the Company, the Company Administrator, and the Client User will pay all costs of collection, arbitration and litigation, including, without limitation, all court costs and BOIR LLC's reasonable attorneys' fees.

**Service Termination:** A Company Administrator may terminate a Subscription for Services at any time prior to the Subscription renewal date. BOIR LLC may terminate a Subscription immediately and without any notice if the Company or the Company Administrator violates any of these Terms.

#### D. Limited Warranty.

BOIR LLC represents and warrants that the Services will perform as described on the Company Site. When requested by a Company Administrator, BOIR LLC will file a Company's BOI Report with FinCEN, acting as an agent of the Company and the Company Administrator.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, BOIR LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AND BOIR LLC HEREBY EXPRESSLY DISCLAIMS THE SAME. BOIR LLC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE.

BOIR LLC is not providing legal advice to any Client User or any Company. The Services consist of information storage, archiving, communications, and processing services pertaining to BOI Reports under the CTA and other laws. Each Client User and each Company must obtain legal advice from a licensed attorney with respect to any question of law involving the Services and the parties' obligations under the CTA or any other law.

#### E. Intellectual Property.

Except for the Client User's limited right to utilize the Services, this Agreement does not transfer from BOIR LLC to any Client User any of BOIR LLC's proprietary technology, including, without limitation, the BOIR LLC Site, the Services, software tools, algorithms, software (in source code and object code forms), Client User interface designs, architecture, and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by BOIR LLC or licensed to BOIR LLC from a third party), and also including any derivatives, improvements, enhancements, updates, modifications or extensions of BOIR LLC Technology conceived, reduced to practice or developed at any time (as applicable, the "BOIR LLC Technology").

BOIR LLC Technology, and all rights, titles, and interests in and to the BOIR LLC Technology shall remain solely with BOIR LLC. No Client User may, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the BOIR LLC Technology.

BOIR LLC's trademarks, tradenames, service marks, logos, other names and marks, and related product and service names, design marks and slogans are the sole and exclusive property of BOIR LLC.

Any feedback, data, answers, questions, comments, suggestions, ideas or the like that any Client User sends to BOIR LLC relating to the Services will be treated as being non-confidential and non-proprietary. BOIR LLC may use, disclose or publish any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever. BOIR LLC further reserves the right to collect, store, own, use and commercialize in any manner whatsoever any data or information created by or relating to the use of the Services or the operation of the BOIR LLC Technology, including transaction data, trends and other data that do not specifically identify any Client User or Company.

#### F. Privacy.

**Personal Information:** BOIR LLC will keep confidential each Client User's Personal Information and will not use any Client User's Personal Information for any purpose except for the rendition of Services in accordance with these Terms.

**Billing Information:** BOIR LLC will keep confidential any credit card information, bank account information or payment account information it receives from any Client User (as applicable, "Billing Information") and not use such Billing Information for any purpose except for the collection of Service Fees in accordance with these Terms.

**BOI Reporting Information:** BOIR LLC will keep confidential each Company's BOI Reporting Information and not use such BOI Reporting Information for any purposes except for the rendition of Services in accordance with these Terms.

**Other Sources:** BOIR LLC may collect information regarding a Company or a Client User from sources other than the BOI Reporting Information and Personal Information (including data concerning a Client User's usage of the Services and the BOIR LLC Site) ("Customer Non-Confidential Information"). BOIR LLC may use Customer Non-Confidential Information for any purpose and may share Customer Non-Confidential Information with any party so long as the Customer Non-Confidential Information cannot be correlated with, or linked to, BOI Reporting Information or Billing Information. The BOIR LLC Site may use software cookies or web beacons to track usage of the BOIR LLC Site or the Services. Information collected by BOIR LLC through such means is Customer Non-Confidential Information.

**Not Confidential:** Notwithstanding the previous paragraph, the following shall not be considered BOI Reporting Information or Billing Information: (i) any information that BOIR LLC can demonstrate by written documentation was within its legitimate possession prior to the time of disclosure by a Client User; (ii) any information that was in the public domain prior to disclosure by a Client User to BOIR LLC as evidenced by documents that were published prior to such disclosure; (iii) any information that, after disclosure by a Client User to BOIR LLC, comes into the public domain through no fault of BOIR LLC, or (iv) any information that is disclosed to BOIR LLC without restriction by a third party who has legitimate possession thereof and the legal right to make such disclosure.

#### G. Limitation of Liability.

IN NO EVENT WILL BOIR LLC'S LIABILITY IN CONNECTION WITH THE SERVICES OR ANY SUBSCRIPTION, WHETHER CAUSED BY FAILURE TO DELIVER, NON-PERFORMANCE, DEFECTS, BREACH OF WARRANTY OR OTHERWISE, EXCEED THE AGGREGATE SERVICE FEES PAID TO BOIR LLC BY A CLIENT USER IN RESPECT THEREOF.

BOIR LLC CANNOT GUARANTEE CONTINUOUS SERVICE, SERVICE AT ANY PARTICULAR TIME, INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. BOIR LLC WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ITS SYSTEM.

EXCEPT AS EXPRESSLY PROVIDED BELOW, NEITHER PARTY SHALL BE LIABLE IN ANY WAY TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, LOSS OF DATA OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LICENSES OR SERVICES OR SIMILAR ECONOMIC LOSS, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, UNDER ANY WARRANTY OR OTHER RIGHT HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF ANY SUBSCRIPTION, OR (EXCEPT AS PROVIDED IN THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT) FOR ANY CLAIM AGAINST THE OTHER PARTY BY A THIRD PARTY, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES.

The limitations contained in this Section apply to all causes of action in the aggregate, whether based in contract, tort or any other legal theory (including strict liability), other than claims based on fraud or willful misconduct. The limitations in this Section shall not apply to liability arising on account of Client User's indemnification obligations provided below.

Each Client User shall defend, indemnify and hold harmless BOIR LLC, its affiliates and their respective present, former and future shareholders, officers, directors, employees and agents, and their respective heirs, legal representatives, successors and assigns (collectively the "BOIR LLC Indemnitees"), from and against any and all losses, damages, costs, liabilities and expenses (including, without limitation, amounts paid in settlement and reasonable attorneys' fees) which any of the BOIR LLC Indemnitees may suffer, incur or sustain resulting from or arising out of (i) Client User's breach of any representation, warranty, or covenant contained in the Agreement, (ii) Client User's Personal Information or any allegation that such Client User's Personal Information is inaccurate, (iii) any BOI Reporting Information entered by such Client User in a Company's "General Information" folder, or any allegation that such BOI Reporting Information is inaccurate, (iii) violation by Client User or any of its agents of any applicable law, (iv) claims or actions by third parties relating to or arising out of Client User's use of the Services, and (vi) any damage to BOIR LLC's servers or other hardware caused by Client User.

#### H. Miscellaneous.

BOIR LLC and each Client User are independent contractors and neither party may make contracts or enter into any agreements in the name of the other party or obligate or bind the other party in any manner whatsoever.

Any controversy or claim arising out of or relating to this Agreement, the formation of this Agreement or the breach of this Agreement, including any claim based upon arising from an alleged tort, shall be governed by the substantive laws of the State of Minnesota, except that all arbitration and related proceedings conducted pursuant to the paragraph immediately below, including without limitation confirmation proceedings, shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et. seq. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. ANY SUIT, ACTION OR PROCEEDING CONCERNING THIS AGREEMENT THAT IS NOT SUBJECT TO MANDATORY ARBITRATION BELOW MUST BE BROUGHT IN A GEORGIA STATE OR FEDERAL COURT LOCATED IN FULTON COUNTY, GEORGIA, AND EACH OF THE PARTIES HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Notwithstanding the immediately preceding paragraph above, each party agrees that any dispute between the parties arising out of this Agreement or in any manner relating to the Services must be submitted by the parties to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"), as administered by the AAA in Fulton County, Georgia (or such other recognized provider of arbitration services agreed upon by both parties) before a single arbitrator, appointed in accordance with such rules. Any such dispute shall address only the claims brought by the applicable party and no party may represent a class of similarly situated persons. Any such arbitrator must render a reasoned opinion in writing only where the amount in dispute exceeds \$100,000. Judgment upon the award may be entered in any court having jurisdiction thereof. Any action filed by either party in any court in violation of this Section should be dismissed pursuant to this Section.

Any headings herein are for convenience only and are not part of this Agreement.

This Agreement, including documents incorporated herein by reference, supersedes all prior discussions, negotiations and agreements between the parties with respect to the subject matter hereof, and this Agreement constitutes the sole and entire agreement between the parties with respect to the matters covered hereby. In case of a conflict between this Agreement and any Subscription, confirmation, correspondence or other communication of Client User or BOIR LLC, the terms and conditions of this Agreement shall control. This Agreement may not be modified or amended except by another agreement in writing executed by the parties hereto; provided, however, that these Terms of Service may be modified from time to time by BOIR LLC in its sole discretion, which modifications will be effective upon posting to the BOIR LLC Site.

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

All notices and demands required or contemplated hereunder by one party to the other shall be in writing and shall be deemed to have been duly made and given upon date of delivery if delivered in person or by an overnight delivery or postal service, upon receipt if delivered by facsimile the receipt of which is confirmed by the recipient, or upon the expiration of five days after the date of posting if mailed by certified mail, postage prepaid, to the addresses or facsimile numbers set forth below the parties' signatures. Either party may change its address or facsimile number for purposes of this Agreement by notice in writing to the other party as provided herein. BOIR LLC may give written notice to Client User via e-mail to Client User's e-mail address as maintained in BOIR LLC's records or through the in-app messaging provided through the BOIR LLC Site.

No failure or delay by any party hereto to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by any party preclude any other or further exercise thereof or the exercise of any other right or remedy. No express waiver or assent by any party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

Client User may not assign or transfer this Agreement or any of its rights or obligations hereunder, without the prior written consent of BOIR LLC. Any attempted assignment in violation of the foregoing provision shall be null and void and of no force or effect whatsoever. BOIR LLC may assign its rights and obligations under this Agreement and may engage subcontractors or agents in performing its duties and exercising its rights hereunder, without the consent of any Client User. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

No action, regardless of form, arising by reason of or in connection with this Agreement may be brought by either party more than one year after the cause of action has arisen.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. BOIR LLC's electronic records of such execution shall be presumed accurate unless proven otherwise.

Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, interruptions caused by failures or errors in government databases or web services, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended, nor shall anything herein be construed to confer any rights, legal or equitable, in any Person other than the parties hereto and their respective successors and permitted assigns.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: The Service is provided by BOI Reporting LLC. If you have a question or complaint regarding the Service, please contact [info@fincenboireporting.com](mailto:info@fincenboireporting.com) . California residents may reach the Complaint

Assistance Unit of the Division of Consumer Service of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

Client User may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction Client User operates or does business.