



LDX Terms and Conditions

PLEASE READ THESE IMPORTANT LEGAL NOTICES AND DISCLOSURES

NONE OF THE INFORMATION DISPLAYED ON OR DOWNLOADABLE FROM WWW.LAMPERTDX.COM (THE "WEBSITE") REPRESENTS AN OFFER TO BUY OR SELL OR A SOLICITATION OF AN OFFER TO BUY OR SELL ANY SECURITY, NOR DOES IT CONSTITUTE AN OFFER TO PROVIDE INVESTMENT ADVICE OR SERVICE. REGISTERED REPRESENTATIVES OF THE LAMPERT DEBT EXCHANGE ("LDX") DO NOT (1) ADVISE ANY MEMBER ON THE MERITS OR ADVISABILITY OF A PARTICULAR INVESTMENT OR TRANSACTION, OR (2) ASSIST IN THE DETERMINATION OF FAIR VALUE OF ANY SECURITY OR INVESTMENT, OR (3) PROVIDE LEGAL, TAX OR TRANSACTIONAL ADVISORY SERVICES.

INFORMATION REGARDING COMPANIES ON THE WEBSITE HAVE BEEN COLLECTED FROM OR GENERATED FROM EITHER PUBLICLY AVAILABLE SOURCES OR INFORMATION PROVIDED BY LDX PARTICIPANTS.

ANY SECURITIES OFFERED ARE OFFERED BY LAMPERT ADVISORS LLC, MEMBER FINRA/SIPC. LAMPERT ADVISORS LLC IS AN AFFILIATE AND THE PARENT COMPANY OF LDX. NO AFFILIATES OF THESE ENTITIES CURRENTLY ACT AS PRINCIPALS IN SUCH TRANSACTIONS.

BY USING THE WEBSITE OR THE INFORMATION, TOOLS, FEATURES OR FUNCTIONALITY PROVIDED ON THE WEBSITE AND BY LDX CONSTITUTES ACCEPTANCE OF THE LDX USER AGREEMENT AND PRIVACY POLICY.

THE LAMPERT DEBT EXCHANGE, LDX, THE LDX LOGO, ARE OR WILL ALL BE REGISTERED TRADEMARKS OF LAMPERT ADVISORS LLC. ALL OTHER TRADEMARKS ARE THE PROPERTY OF THEIR RESPECTIVE OWNERS.

FORMS OF AGREEMENTS

All information contained herein is qualified by Disclaimers

LDX offers standard forms of agreement that may be digitally signed by the Buyer and Seller as part of the transaction process. Forms of agreement are made available on an 'as-is' basis. LDX is not acting as legal counsel to any party and use of any form of agreement, whether made available on

the LDX platform or otherwise, does not constitute the provision of legal advice by LDX to any person. Members are solely responsible for their use of LDX forms of agreement, and should read these important Disclaimers before initiating the transaction process. LDX strongly recommends members consult their legal or financial advisors prior to entering into any agreement.

Transactions initiated on LDX generally require the Buyer and Seller to enter into additional agreements. Contact a transaction specialist for additional information.

COMPLIANCE WITH SECURITIES LAWS

All information contained herein is qualified by Disclaimers

Each Buyer and Seller in a LDX facilitated transaction is solely responsible for making his, her or its own legal determination about the availability of an exemption from applicable securities laws. Only accredited investors may purchase securities and/or investments on LDX. By using LDX and/or any ancillary services provided by LDX, Users are propounding and affirming their respective statuses as accredited investors and any other required classification of investor as may be required by LDX. Users will indemnify and hold LDX harmless for any and all negative repercussions resulting from the misjudgment or misstatement of such standing.

LDX COMPLIANCE

LDX will not handle the sales proceeds at any time. LDX does not purchase or hold any ownership of companies listed on its platform. LDX does not provide any investment advice or opinions as to the value of any companies or interests.

LDX is not registered as an investment adviser with the U.S. Securities and Exchange Commission, any state regulator or any other regulatory body. Nothing contained on the LDX platform may be construed as investment advice, and use of the LDX platform constitutes explicit agreement that any use of the LDX platform is qualified by your understanding and acceptance of the foregoing disclaimer. Information about companies presented on LDX is provided by third party sources, including user submitted comments and documents. LDX makes no effort to verify the accuracy of any information and does not warrant the truthfulness or completeness of any company information viewable on its platform. LDX expresses no opinion as to the suitability of any transaction for any person or firm contemplating a LDX facilitated transaction. Any person or firm contemplating an LDX facilitated transaction should make his, her or its own independent investigation of the suitability of any proposed transaction based on the facts and circumstances of such user's financial situation, and LDX strongly recommends consultation with legal or financial advisors prior to initiating a

transaction on LDX. LDX neither holds nor gives any opinion about the value of any company or that company's debt.

DISCLAIMERS

LDX does not sell or rent your Registration Information. Use of the LDX website constitutes acknowledgement that you have read, understood and agreed to be legally bound by the terms in these disclaimers.

LDX is not rendering legal, investment or any other kind of advice to any person. LDX makes no representation or warranty about the suitability of any form of agreement for any particular user or purpose. Accordingly, LDX shall not be liable for any claim arising in connection with any user's use of LDX or any form of agreement available on its website.

Investing is inherently risky and you agree to assume complete and full responsibility for the outcomes of all investment decisions that you make, including but not limited to a complete loss of capital.

LDX is not registered as an investment adviser with the U.S. Securities and Exchange Commission, any state regulator or any other regulatory body. Nothing contained on the LDX platform may be construed as investment advice, and use of the LDX platform constitutes explicit agreement that any use of the LDX platform is qualified by your understanding and acceptance of the foregoing disclaimer. Information about companies presented on LDX is provided by third party sources, including user submitted comments and documents. LDX makes no effort to verify the accuracy of any information and does not warrant the truthfulness or completeness of any company information viewable on its platform. LDX expresses no opinion as to the suitability of any transaction for any user contemplating a LDX facilitated transaction. Any user contemplating a LDX facilitated transaction should make his, her or its own independent investigation of the suitability of any proposed transaction based on the facts and circumstances of such user's financial situation, and LDX strongly recommends consultation with legal or financial advisors prior to initiating a transaction on LDX. LDX neither holds nor gives any opinion about the value of any company.

Under no circumstances should any user make investment decisions based solely on the information provided on LDX. We are not a qualified financial advisor and you should not construe any information discussed herein to constitute investment advice. It is strictly informational in nature. You are solely responsible for making your own investment decisions and any consequences relating to such decisions.

The LDX website contains information submitted by its users. LDX accepts no responsibility for the content or accuracy of such information nor does LDX make any representations in respect of the existence or availability of any shares featured on LDX. Information shared between and among users does not constitute any advice from or endorsement by LDX. LDX expressly disclaims any financial liability whatsoever to any user resulting from use of information provided by LDX users.

LDX is not responsible for any errors, omissions or representations on any of its web pages or on any links to other web pages contained on such pages. The LDX website contains material submitted by third parties. These third parties are solely responsible for ensuring that the materials submitted comply with all legal requirements.

The information on the LDX website is updated from time to time. LDX disclaims any warranties, expressed or implied, as to the quality, accuracy, efficacy, completeness, performance, or fitness of the LDX website for any particular purpose, including without limitation any comments, feedback and advertisements contained on the website.

LDX makes no warranty that the contents of the LDX website are free from infection by viruses or any other contaminating or destructive properties and shall have no liability in respect thereof.

Members are not permitted to post an indication of interest to both buy and sell opportunities of the same company at the same time. LDX WILL NOT PURCHASE SECURITIES OR INVESTMENTS FROM YOU NOR WILL IT SELL SECURITIES OR INVESTMENTS TO YOU.

LDX User Agreement (This "Agreement")

This User Agreement (this "Agreement") sets forth the terms and conditions that apply to your access and use of the website located at www.LampertDX.com ("LDX"), any websites of subsidiaries and affiliates of Lampert Advisors LLC, and all information, content, tools, features and functionality located thereon (collectively, the "Service"). LDX is owned and operated by Lampert Advisors LLC ("Lampert"), a New York limited liability company.

1. ACCEPTANCE

Use of the Service constitutes your agreement to be bound by the terms and conditions contained in this Agreement and the Privacy Policy, which is incorporated by reference into this Agreement and can be found at www.LampertDX.com/privacy, each as may be amended from time to time.

You represent and warrant that you are of legal age to use the Service. You may not accept this Agreement if you are not of a legal age to form a binding contract with Lampert. By accepting this Agreement, you represent that you have the capacity to be bound by it or if you are acting on behalf

of a company or entity that you have the authority to bind such entity. You may print or save a copy of this Agreement for your records.

2. PRIVACY

For information about LDX's data protection practices, please read the Privacy Policy, available [here](#). The Privacy Policy explains how LDX treats your personal data and protects your privacy when you access LDX and use the Service. The Privacy Policy may be updated from time to time in the sole discretion of LDX. Changes are effective upon posting to LDX, or as otherwise specified upon posting.

3. INFORMATION FROM THIRD PARTIES

LDX may in the future work with third-party providers of information in connection with the Service. LDX does not endorse or guarantee any such third-party information for any purpose, including but not limited to accuracy, legality, non-infringement or fitness for any particular purpose. LDX is not responsible for any third-party products and services or third-party websites accessed through the Service. LDX requires our third parties to adopt and post privacy policies consistent with LDX's Privacy Policy.

4. OFFERS AND THIRD-PARTY LINKS

Some parts of the Service may be supported by sponsored links from advertisers and display offers that may be custom matched to you based on information stored in the Service, queries made through the Service or other information.

In connection with any such offers, the Service may provide links to other websites belonging to LDX advertisers and other third parties. LDX does not endorse, warrant or guarantee the products or services available through any such offers (or any other third-party products or services advertised on or linked from its site), and LDX is not an agent or broker or otherwise responsible for the activities or policies of those websites.

5. YOUR REGISTRATION INFORMATION

Any information provided to or data generated by your activities on the LDX platform will be available to LDX in order to assist you with the Services provided by LDX. You agree and understand that you are responsible for maintaining the confidentiality of your password, which, together with your Login ID e-mail address, allows you to access the Service.

Your Login ID and password, together with any mobile number or other contact information you provide form your 'Registration Information.'

By providing LDX with your e-mail address, you agree to receive all required notices from LDX, to the e-mail address provided. It is your responsibility to update or change that address. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on its site, accessible through most standard, commercially available Internet browsers.

If you become aware of any unauthorized use of your Registration Information, you agree to notify LDX immediately.

6. YOUR USE OF THE SERVICE

Your right to access and use the Service is personal to you and is not transferable by you to any other person or entity other than those permitted by your firm's association with LDX (i.e. authorized users for your firm's account). You are only entitled to access and use the Service for lawful purposes.

In order for the Service to function effectively, you must also keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of the Service to you may be affected.

Your access and use of the Service may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance, or repair or other actions that LDX, in its sole discretion, may elect to take. LDX cannot always foresee or anticipate technical or other difficulties that may result in failure to obtain data or loss of data, personalization settings, or other service interruptions. LDX cannot assume responsibility for the timeliness, accuracy, deletion, non-delivery, or failure to store any user data, communications, or personalization settings.

7. ONLINE AND MOBILE ALERTS

LDX may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts may be sent to you following certain changes made online to your account, such as a change in your Registration Information. Most alerts will pertain to new opportunities being posted to the LDX platform or changes to opportunities that you, or someone at your firm, may be involved in. You do not need to activate these alerts. Although you may have the option to turn off some of these automatic alerts, LDX recommends that you leave them on, since they may be security-related.

Voluntary account alerts may be turned on by default as part of the Service. LDX may add new alerts from time to time, or cease to provide certain alerts at any time in its sole discretion. Each alert may

have different options available, and you may be asked to select from among these options upon activation of your alerts service.

If your e-mail address changes, you are responsible for informing LDX of that change. Alerts may include your Login ID and some information about your account. Anyone with access to your e-mail will be able to view the content of these alerts.

8. ALERT DISCLAIMER

You understand and agree that any alerts provided to you through the Service may be delayed or prevented by a variety of factors. LDX does its best to provide alerts in a timely manner with accurate information. LDX does not guarantee the delivery or the accuracy of the content of any alert. You explicitly agree that LDX shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert, for any errors in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert.

9. RIGHTS YOU GRANT TO US

Any information, data, passwords, usernames, PINs, other log-in information, materials or other content (collectively, "Account Content") you provide in connection with the Service, you are licensing, free of any charge, the Account Content to LDX solely for the purpose of providing the Service. LDX may use such Account Content, but only to provide the Service to you. By submitting Account Content, you represent that you are entitled to submit it in connection with the Service for use for this purpose, without any obligation by LDX to pay any fees or other limitations.

10. LDX'S INTELLECTUAL PROPERTY RIGHTS

LDX's "look and feel" (for example, the text, graphics, images, logos and button icons appearing on the website), photographs, editorial content, notices, software (including HTML-based computer programs) and other materials are and may be protected under United States and other applicable copyright, trademark and other laws. The contents of LDX belongs to or are licensed to LDX or its software or content suppliers. LDX grants you the right to view and use LDX subject to these terms. You may download or print a copy of information provided on LDX for your personal, internal and non-commercial use only. Any distribution, reprint or electronic reproduction of any content from LDX, in whole or in part, for any other purpose is expressly prohibited without LDX's prior written consent.

Notwithstanding the above, any information posted or uploaded to LDX remains the property of the respective posting and/or uploading user pursuant to the other relevant LDX terms and conditions.

11. ACCESS AND INTERFERENCE

You agree that you will not:

1. Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor the Service, without LDX's express written consent, which may be withheld in LDX's sole and complete discretion;
2. Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service, other than the search engines and search agents available through the Service and other than generally available third-party web browsers (such as Microsoft Internet Explorer, Google Chrome, Apple Safari, and Mozilla Firefox);
3. Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interferes with the proper working of the Service; or
4. Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service.

12. RULES FOR UTILIZING LDX TO FACILITATE THE BUYING OR SELLING OF DEBT OPPORTUNITIES

As part of the Service, LDX may allow users to submit indications of interest to buy or sell company debt opportunities.

1. You are solely responsible for all content you submit in connection with the Service.
2. By submitting content in connection with the Service, you represent that you have all necessary rights and hereby grant LDX a perpetual, worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, modify, display, and perform all or any portion of the content in connection with the Service, and the business of LDX.
3. You may not post or transmit any message which is libelous or defamatory, or which discloses private or personal matters concerning any person. You may not post or transmit any message, data, image or program that is indecent, obscene, pornographic, harassing, threatening, abusive, hateful, racially or ethnically offensive; that encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; or that is otherwise inappropriate.
4. You may not post or transmit any message, data, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion.
5. You may not interfere with other users' use of the Service, including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Service, deleting or revising any content posted by another person or entity, or taking any action that imposes a disproportionate burden on the Service infrastructure or that negatively affects the availability of the Service to others.

6. You may not post or transmit charity requests; petitions for signatures; franchises, distributorship, sales representative agency arrangements, or other business opportunities (including offers of employment or contracting arrangements); club memberships; chain letters; or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other users to use goods or services except in areas explicitly designated for such purpose.
7. You may not copy or use personal identifying or business contact information about other users without their permission. Unsolicited e-mails, mailings, telephone calls, or other communications to individuals or companies whose contact details you obtain through the Service are prohibited.
8. By utilizing the services provided by LDX, you agree to not, by any means, circumvent LDX in the process of either buying or selling any listing. This responsibility shall extend to any individual or entity that may utilize your log-in credentials for purposes of utilizing the Lampert Debt Xchange.

13. DISCLAIMER OF REPRESENTATION AND WARRANTIES

THE CONTENT AND ALL SERVICES AND PRODUCTS ASSOCIATED WITH OR PROVIDED THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. LDX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE CONTENT OR OPERATION OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

LDX MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR COMPLETENESS OF THE CONTENT OF THE SERVICE, WHETHER SUCH CONTENT IS PROVIDED BY LDX OR BY A THIRD PARTY ON THE SERVICE, AND LDX EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. LDX MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION.

14. NOT A REGISTERED EXCHANGE, FINANCIAL PLANNER, INVESTMENT ADVISOR, OR TAX ADVISOR

NEITHER LDX NOR THE SERVICE IS INTENDED TO PROVIDE LEGAL, TAX, INVESTMENT OR FINANCIAL ADVICE. Although the Service may provide data, information, or content relating to investment strategies and/or opportunities to buy and/or sell various investment opportunities, you should not construe any such content as tax, legal, financial, or investment advice.

LDX is not

1. a registered exchange under the Securities Exchange Act of 1934,
2. a registered investment adviser under the Investment Advisers Act of 1940 or
3. a financial or tax planner, and does not offer legal advice to any user of the service.

Although the Service may provide data, information, or content relating to investment strategies and/or opportunities to buy and/or sell securities, you should not construe any such content as tax, legal, financial, or investment advice.

15. LIMITATIONS ON LDX'S LIABILITY

NONE OF LDX OR ITS AFFILIATES SHALL IN ANY EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO OR YOUR USE OF THE SERVICE OR THIS AGREEMENT, EVEN IF LDX OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LIABILITY OF LDX AND ITS AFFILIATES, IN THE AGGREGATE, TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT OF FEES YOU HAVE ACTUALLY PAID TO LDX FOR THE SERVICES WITHIN THE PAST ONE-YEAR.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, ANY SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

16. YOUR INDEMNIFICATION OF LDX

You shall defend, indemnify and hold harmless LDX and its affiliates, officers, directors, shareholders, employees, agents, consultants and advisers, from and against all claims and expenses, including but not limited to attorney's fees, in whole or in part arising out of or attributable to any breach of this Agreement by you.

17. TERMINATION

This Agreement will continue to apply until terminated by either you or LDX. You may terminate your legal agreement with LDX by disabling your LDX account. LDX may at any time, in its sole discretion, terminate its legal agreement with you immediately upon notice to the e-mail address

provided by you as part of your Registration Information or as subsequently updated by you. Following termination of this Agreement, the Privacy Policy will continue to apply to any Registration Information that LDX is required to retain. Notwithstanding anything to the contrary herein, all covenants, agreements, representations and warranties made by you in this Agreement shall survive the termination of this Agreement.

18. MODIFICATIONS OF THIS AGREEMENT

LDX may modify this Agreement from time to time in its sole discretion. The Agreement will indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you visit LDX or use the Service after such changes are made.

19. GOVERNING LAW AND VENUE FOR DISPUTES

This Agreement, and your relationship with LDX under this Agreement, is governed by the laws of the State of New York without regard to its conflict or choice of law provisions. Any dispute with LDX, or its affiliates, officers, directors, shareholders, employees, agents, consultants and advisers, arising under or in relation to this Agreement shall be resolved exclusively within the county of New York, New York, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case LDX may seek such relief in any court with jurisdiction over the parties. You understand that, in return for agreement to this provision, LDX is able to offer the Service at the terms designated, and that your assent to this provision is an integral part of LDX's willingness to enter into this Agreement.

You also acknowledge and understand that, with respect to any dispute with LDX, its affiliates, officers, directors, shareholders, employees, agents, consultants and advisers, arising out of or relating to your use of the Service or this Agreement:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY; and
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT INVOLVING ANY SUCH DISPUTE.

20. MISCELLANEOUS

If any portion of this Agreement is deemed unlawful, void, or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void, or unenforceable, but only that portion of this Agreement that is unlawful, void, or unenforceable shall be stricken from this Agreement.

You agree that if LDX does not exercise or enforce any legal right or remedy which is contained in this Agreement (or which LDX has the benefit of under any applicable law), such failure to exercise such right or remedy may not be construed as a waiver of any other rights and remedies of LDX.

This Agreement and the Privacy Policy represents the entire understanding and agreement between you and LDX regarding the subject matter of the same, and supersedes all other previous agreements.