

INVESTOR ACKNOWLEDGEMENT

The undersigned (the “**Investor**”) desires to participate in an offering of equity securities by Sutter Securities Clearing, LLC, FINRA registered broker/dealer (“**Sutter**”), being conducted through the FlashFunders™ online platform located at www.flashfunders.com (the “**Platform**”) operated by Sutter Securities Group, Inc. (“**Website Administrator**”). All capitalized terms not expressly defined in this Investor Acknowledgement shall have the respective meanings ascribed to them in the Terms of Use located on the Platform (as amended or supplemented from time to time, the “**Terms of Use**”). As a material inducement to Website Administrator to allow the Investor to participate in the Offering, the Investor hereby agrees as follows:

1. **Defined Terms.** As used herein, the following terms have the following meanings:
 - (a) “**Commission**” means the Securities and Exchange Commission.
 - (b) “**Offering**” means a securities offering being conducted pursuant to Rule 251(a) of the Securities Act.
 - (c) “**Offering Circular**” means the offering circular filed with the Commission pursuant to Rule 252 of the Securities Act.
 - (d) “**Regulation A**” means the rules and regulations promulgated under Rules 251 to 263 of the Securities Act.
 - (e) “**Securities Act**” means the Securities Act of 1933.
2. **Representations, Warranties and Covenants.** With respect to the Offering, the Investor hereby acknowledges and agrees that:
 - (a) **Terms of Use.** The Investor has read through and agrees to the Terms of Use (including, without limitation, the manner in which Website Administrator is compensated in connection with the Offering). The Investor understands that by using the Platform, the Investor is providing electronic consent to the Terms of Use.
 - (b) **Review of Materials.** The Investor has received, carefully and thoroughly reviewed, and understands, the terms of the Offering, Offering Circular and the related investment documents.
 - (c) **Investor Information.** All information provided by Investor through the Platform (including, without limitation, with respect to any Offering, Investor’s (and Investor’s spouse if applicable) is complete, accurate and true in all respects.
 - (d) **Accredited Investor Status or Investment Limits.** Investor represents that either:

(i) Investor is an “[accredited investor](#)” within the meaning of Rule 501 of Regulation D under the Securities Act. Investor represents and warrants that the information provided through the Platform is complete, accurate and true in all respects.

(ii) In the event that the annual income or net worth of Investor’s spouse was included in the annual income or net worth provided by Investor in connection with the Offering, Investor hereby represents and warrants that Investor’s and Investor’s spouse’s aggregate Regulation A investment activity does not exceed the investment limits set forth in Rule 251(d)(2)(i)(C) of Regulation A.

(e) **Reliance.** Website Administrator is entitled to rely on all representations and warranties of the Investor made in any investment documents or otherwise provided in connection with the Offering.

(f) **Own Advisors; Diligence.** The Investor has been advised to, and has, consulted with the Investor’s own legal, financial and tax advisors in connection with making a determination to invest in the Offering. The Investor has performed the Investor’s own due diligence on the Issuer and the Offering, and has had an opportunity to ask questions and receive information from the Issuer regarding its business and the Offering.

(g) **No Endorsement.** Unless specifically stated otherwise, Website Administrator does not recommend or endorse the Issuer or the Offering.

(h) **Educational Materials; Investment Risk.** The Investor has reviewed the educational materials posted on the Platform and understands that the entire amount of the Investor’s investment may be lost. The Investor is in a financial condition to bear the loss of such investment.

(i) **No Assurances; Termination of Offering.** Website Administrator can make no assurance that any Offering will be successful or that the Issuer will receive any minimum or target investment in such Offering. Furthermore, Website Administrator has the right, without any liability to the Investor, to deny the Investor access to the Platform or terminate any Offering at any time and for any or no reason.

(j) **Promoters.** Any person (i) who promotes an Issuer’s Offering for compensation, whether past or prospective, or (ii) who is a founder or an employee of an Issuer that engages in promotional activities on behalf of the Issuer on the Platform in connection with a Offering, must clearly disclose in all communications on the Platform, respectively, the receipt of the compensation and that he, she or it is engaging in promotional activities on behalf of the Issuer.

(k) **Electronic Delivery.** The Investor hereby agrees to the use of electronic communication in order to enter into contracts, place orders and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed in connection with the Offering.

3. ACH Authorization. The Investor authorizes Website Administrator, its agents or assignees, to electronically debit Automated Clearing House (“ACH”) transactions out of the Investor’s bank account that the Investor provided to Website Administrator through the Platform for the Investor’s investment commitment. The Investor understands that because this is an electronic transaction, these funds will be withdrawn from the Investor’s account on or after the date of the Investor’s signature to this Investor Acknowledgement. The Investor will not dispute Website Administrator debiting the Investor’s bank account, so long as the transaction corresponds to the terms in the Offering and the related investment documents. If a return payment is required under the terms of the Offering and the related investment documents, the Investor hereby authorizes Website Administrator to make a one-time payment to the Investor by wire or ACH credit in the amount of the return payment. The Investor understands that ACH is only available if approved by Website Administrator and can be made to a United States bank only. If return payment is made by ACH, the Investor acknowledges that the origination of ACH transactions to the Investor’s account must comply with United States law. The Investor further agrees that if the Investor’s ACH or wire information changes between the date of the Investor’s signature of this Investor Acknowledgement and the date of return payment, the Investor is responsible for updating such information no later than five days prior to the return payment date. The Investor further acknowledges and agrees that if an ACH attempt is unsuccessful for any reason, Website Administrator will make such return payment by wire.

4. Indemnification. The Investor agrees to indemnify, hold harmless and defend the Indemnified Parties at the Investor’s expense, against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses and costs and expenses of investigations (including, without limitation, reasonable attorneys’ fees and other dispute resolution expenses) incurred by any Indemnified Party arising out of or relating to the Investor’s breach of any representation, warranty or covenant, or any of its obligations, under this Investor Acknowledgement or any of the offering documents.

5. Incorporation by Reference. The Terms of Use (including, without limitation, Sections 18 (Disclaimer of Warranties), 19 (Limitation of Liability; Sole and Exclusive Remedy), 21 (Dispute Resolution and Governing Law) and 22 (Binding Arbitration)) are hereby incorporated into this Investor Acknowledgement by this reference.

6. Conflict. In the event of any conflict between this Investor Acknowledgement and the Terms of Use, this Investor Acknowledgement shall govern.

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IN WITNESS WHEREOF, the Investor has executed this Investor Acknowledgement as of the day and year set forth below.

INVESTOR:

By: _____

Name: _____

Title (if applicable): _____

Date: _____

IN WITNESS WHEREOF, Website Administrator and Sutter have executed this Investor Acknowledgement as of the day and year set forth below.

ACKNOWLEDGED AND ACCEPTED:

SUTTER SECURITIES CLEARING, LLC

By: _____
Name: Robert A. Maley
Title: President
Date: _____

SUTTER SECURITIES GROUP, INC.

By: _____
Name: Ron Reed
Title: Chief Executive Officer
Date: _____