



RM SECURITIES

## Limited Brokerage Services Agreement

Brokerage services are offered by RM Securities, LLC, a U.S. Securities and Exchange Commission (“SEC”) - registered broker-dealer (member of the Financial Industry Regulatory Authority, Inc (“[FINRA](#)”)/[SIPC](#)). Research RM Securities, LLC on FINRA’s [BrokerCheck](#). RM Securities, LLC is a subsidiary of Realty Mogul, Co.

### 1. **GENERAL TERMS AND CONDITIONS**

**1.1** By executing this Limited Brokerage Services Agreement, I (“**I**,” “**me**,” “**my**” “**you**” or “**your**” refer to the individual or entity executing this agreement). I understand, agree, and accept the terms and conditions of this Limited Brokerage Services Agreement (“**Agreement**”), as amended by us from time to time. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

**1.2 I ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE LOCATED IN SECTION 8 HEREIN AND AGREE TO THE TERMS THEREOF.**

**1.3** RM Securities, LLC and its affiliates, owners, officers, directors, shareholders, employees, associated persons, registered representatives, agents, consultants, attorneys, accountants, and other representatives of any of them (“**Affiliate(s)**”), (together, “**RM Securities**” “**we**” or “**us**”) operates certain aspects of the RealtyMogul, Co. website(s) located at [www.realtymogul.com](#) and related applications, including mobile applications and websites, and any content therein (the “**Platform**”) and provides limited brokerage services in connection with executing Limited Products available on the Platform (“**Brokerage Service**”).

**1.4** I acknowledge and agree that my relationship with RM Securities and use of the Brokerage Service will also be expressly governed by any additional policies and agreements of RM Securities, and any changes or amendments to such agreements made from time to time, including the following:

- [Platform Terms of Service](#)
- [Realty Mogul, Co. Privacy Policy](#)
- [Realty Mogul, Co. E-Sign and Electronic Delivery Consent](#)

I accept and agree to the terms and conditions of each of the foregoing agreements and policies, as well as any other of RM Securities’ online agreements policies, which are each incorporated herein by reference. I agree that my execution or acceptance of this Agreement and any of the foregoing agreements or policies are written contracts and binding on me.

**1.5** I agree that prior to any investment, I have had an opportunity to review and ask questions concerning RM Securities’ [Form CRS](#), [RM Securities’ Regulation Best Interest Disclosures](#), and the other disclosures or disclaimers provided on the Platform including for specific products offered on the Platform, in each case which may be updated from time to time.

**1.6** I understand and agree that I shall ensure, and I am solely responsible for ensuring, that my use of the Brokerage Service, the Platform, my entering into any securities transaction in connection therewith, and more generally my relationship with RM Securities, shall comply with this Agreement and any other agreements and policies incorporated herein by reference (e.g., in Section 1.4), all RM Securities’ policies, and all applicable laws, rules and regulations, including without limitation U.S. federal, state, and local laws; the applicable laws of any foreign government authority; the applicable rules of any self-regulatory organization; and any other laws or regulations applicable to your use of the Platform or the Brokerage Service (“**Applicable Law**”). RM

Securities has no obligation to ensure any such compliance prior to such use.

**1.7** I acknowledge that RM Securities may provide me with market data or research relating to the products offered on the Platform, but does not guarantee the accuracy, completeness, or timeliness of such information. Such market data or research is not personalized or in any way tailored to my personal financial circumstances or investment objectives. I understand that RM Securities is not responsible for the accuracy or my use of any information that RM Securities receives from third parties. While we use vendors we believe to be reliable, RM Securities has not verified and does not make any warranty regarding information provided by third parties, including the third-party websites you may access as part of using any of RM Securities' services. RM Securities has no control over such third-party information or websites and, accordingly, is in no way responsible for and in no way approves, endorses, or guarantees the accuracy, reliability, or completeness of any data used or displayed on the Platform or for information provided in any hyperlinked web pages or websites reached from our Platform. I understand that RM Securities does not endorse, adopt, review, sponsor, or oversee the material presented on any third-party websites or any of the employees, policies, activities, products, or services offered on such websites and, accordingly, are not responsible for any content you see there.

**1.8** I understand that RM Securities is not authorized and does not intend to give any legal, tax, or accounting advice, and I will not solicit or rely upon any such advice from RM Securities, whether in connection with the Brokerage Service or otherwise. I understand that while RM Securities may provide information, resources, and tools to help me better understand relevant legal, tax, and accounting issues, I acknowledge that RM Securities does not provide any advice related thereto, and that I should consult with my own legal, tax or accounting advisors.

**1.9** I acknowledge and agree that, at the time I make an investment in a Limited Product, including pursuant to any automatic investment arrangements that I may have with any company or fund offering securities, or their affiliates, including sponsors, (together, "**Issuers**"), I am solely responsible for ensuring that I have sufficient funds to cover my

investment and to cover any additional funding that may be required by such investment (e.g., future possible capital calls required by an operating agreement, automatic investment arrangements with an Issuer, etc.). I understand that I will invest my funds with Issuers, either directly or through a third-party escrow account, as applicable, and that RM Securities does not handle any investor funds or securities. I will ensure my investments in Limited Products comply with any policies and instructions on the Platform, the Issuers' relevant subscription agreements, and Applicable Law.

**1.10** I acknowledge and agree that RM Securities may review, reject, or cancel any transaction in a Limited Product that I have entered, or intended to enter, into at any time, for any reason and without prior notice to me. I understand and agree that RM Securities reserves the right to restrict or terminate my use of or access to the Platform or the Brokerage Service in its sole discretion at any time and without prior notice.

## **2. LIMITED PRODUCTS; LIMITED SERVICES; SUBJECT TO ISSUER TERMS AND DISCLOSURES**

**2.1.** RM Securities acts as a placement agent to Issuers in connection with Issuer's primary offerings of select private securities offerings exempt from registration under the Securities Act of 1933 ("**Securities Act**"), including without limitation pursuant to Regulation D, Regulation S, and Regulation CF thereunder ("**Private Offerings**"). Private Offerings include offerings by both affiliated and unaffiliated Issuers, including of private funds (*i.e.*, funds that are exempt from registration under the Investment Company Act of 1940). RM Securities also provides the Brokerage Service in connection with distribution of two affiliated non-listed Real Estate Investment Trusts, the RealtyMogul Income REIT, LLC and the RealtyMogul Apartment Growth REIT, Inc. (together, the "**REITs**"), each qualified offerings under Regulation A of the Securities Act ("**Reg A**"). RM Securities may also act as a referring broker-dealer whereby RM Securities may allow unaffiliated registered broker-dealers to present their services and/or products to investors that have a relationship with RM Securities ("**Referrals**"). I acknowledge that the Brokerage Service is limited to products made available on the Platform, including without limitation Private Offerings, the REITs, and certain Referrals

(together, "**Limited Products**"). I understand that RM Securities does not offer all types of securities products. I agree that the posting of Limited Products on the Platform will not be construed as, and is not, a recommendation, endorsement, or affirmation that the Limited Product is suitable for me. I understand that other security products or brokerage services may be more suitable for me than the Limited Products we offer or the Brokerage Service we provide.

**2.2.** I acknowledge that RM Securities, LLC does not hold custody of investor assets, investor funds, or securities, and does not accept any discretionary authority. RM Securities, LLC does not control any of the funds or securities in connection with any Limited Product, nor does RM Securities, LLC employ a clearing firm. I understand and agree that RM Securities, LLC does not, nor does it commit to, provide me with any ongoing monitoring of my investments or securities, whether in a Limited Product or otherwise, and including in connection with any automatic investment or reinvestment arrangements or dividend reinvestment programs you may enter into with Issuers. An affiliate of RM Securities, LLC will provide certain ongoing software, technology, and administrative and other services to the Issuers of Limited Products (the "Administration Solution"); however, I understand that these services are provided to Issuers, not to me, and it is my sole responsibility to monitor my investments.

**2.3.** I acknowledge that the information on the Platform includes certain informational summaries of Limited Products, including regarding the purpose and principal business terms of such Limited Products ("**Limited Product Summaries**"), as well as relevant Issuers' more comprehensive offering documentation for the Limited Product, which may include without limitation the Private Placement Memorandum, Operating or Limited Partnership Agreement, Subscription Agreement, Prospectuses, Offering Circulars, Tear Sheets, and Project Summaries and all exhibits and other documents attached thereto or referenced therein (collectively, the "**Investment Documents**"). I understand and agree that the Issuer of a Limited Product is solely responsible in all respects for all information provided concerning that Limited Product, including any information on the Platform, in Limited Product Summaries and Investment Documents, and in any other communication about a Limited Product. I agree that

the Issuer and not RM Securities is responsible for accuracy, completeness, timeliness of, and any opinions and other representations concerning such information concerning a Limited Product. I acknowledge and agree that RM Securities does not have ultimate authority over the statements made or such information provided by any Issuer concerning a Limited Product, including the content of such information or decisions made regarding whether and how to communicate such information. I further agree that information provided by RM Securities, whether on the Platform or otherwise, is not intended to induce any transactions or investment decisions.

**2.4.** I acknowledge that I am not permitted to copy or reproduce Limited Product Summaries, Investment Documents, or any other documents or information communicated to me or made available on the Platform in connection with the Brokerage Service.

**2.5.** I acknowledge and agree to the following: (i) RM Securities does not assist in preparing an Issuer's Investment Documents; (ii) all information provided on the Platform, including all Limited Product Summaries, is intended for informational purposes only, is not complete, and is qualified in its entirety by reference to the more complete information about the offering contained in the relevant Investment Documents for the Limited Product; (iii) in the event of an inconsistency between the information on the Platform and in the Investment Documents, I will rely solely on the information contained in the Investment Documents; (iv) the information on the Platform and in the Investment Documents concerning any Limited Product is subject to last minute changes up to and until the closing date of the relevant offering and at the sole discretion of the Issuer; and (v) all information concerning any Limited Product is subject to all additional disclaimers or disclosures provided on the Platform and in the Investment Documents, each of which are updated from time to time.

**2.6.** I acknowledge and agree to invest solely based on a Limited Product's relevant Investment Documents and any supplements thereto, which I shall review carefully, and not in any way based on any information posted on the Platform, including the Limited Product Summaries.

**3. ALL INVESTMENTS SELF-DIRECTED; NO INDIVIDUAL ADVICE**

**3.1.** I acknowledge that RM Securities does not offer or provide me or any investor with any “**Advice**” which is defined to include the following: (i) discretionary brokerage services; (ii) any advice, recommendation, endorsement, affirmation, inducement or opinion concerning any investment, security, transaction, or investment strategy, including regarding any Limited Product; (iii) any monitoring of any investor investments; (iv) alerts to investors regarding any changes to any investments, accounts, or services; (v) any discussion of alternatives, such as the different types of investment products available to me; and (vi) legal, tax, or accounting advice. I understand and acknowledge that by making information available to me, whether through publication on the Platform, including in Limited Product Summaries or through links to Investment Documents, any written or oral communication, any advertisement, or in any other manner, RM Securities is not providing any Advice. I furthermore acknowledge that any such information is provided or published without reference, tailoring, or personalization to my or any investor’s specific or unique investment objectives, requirements, financial situation, or otherwise to fit my or any investor’s specific needs. I agree that RM Securities provision of any such information should not be construed as, and is not, Advice that any Limited Product is suitable for me or in my best interest.

**3.2.** I acknowledge and agree that I, either as an individual or Entity, am acting as a self-directed investor and the decisions to buy, sell, or hold any investment or to follow any strategy rests solely with me. I understand and agree that I am solely responsible for making an independent determination as to the suitability of any Limited Product and/or whether such Limited Product is appropriate for me or in my best interest in light of, among other things, my stated objectives and my personal financial situation. I will not seek, accept, or rely on any Advice from RM Securities, or any communication that could be construed as such, in deciding to invest in any Limited Product. I agree that I am responsible for making my own investment decisions and I am responsible for the ultimate decision regarding the purchase or sale of any Limited Product or other security. ***I understand that I am strongly encouraged to consult with professional tax, legal, and financial advisors before making any investment.***

**3.3.** I acknowledge that Limited Products offered through the Brokerage Service have not been registered under the Securities Act, in reliance on the exemptive provisions provided under Regulation D, Regulation S, Regulation CF, and Reg A and the relevant rules and regulations thereunder, or as qualified offerings under Reg A. Limited Products on the Platform are restricted, not publicly traded, and are highly illiquid. Neither the SEC nor any state securities commission or other regulatory authority has approved, passed upon, or endorsed the merits of any offering on this Platform.

**3.4.** I acknowledge that RM Securities may provide me with certain tools and educational and other information that I may use to self-assess my own tolerance for risk or the potential suitability of an investment or strategy for me, to help me review and analyze my investments and taxes, or otherwise educate me in various ways (“**Tools**”). I understand and agree that: (i) Tools are for informational or educational purpose only; (ii) any information or output provided by any Tool is not Advice; and (iii) RM Securities does not determine if the Tools it provides to me will result in investments or strategies for me that are suitable, profitable, or in my best interest. I understand and agree that I am responsible for determining whether I can afford the risks of using the output from any Tools in making any investment or creating or following any investment strategy.

#### **4. RISK OF INVESTMENT; FORWARD-LOOKING STATEMENTS**

**4.1.** I acknowledge and accept that all Limited Products offered through the Brokerage Service are speculative and involve substantial risk, that there is no assurance that I will not suffer significant losses by investing in a Limited Product, and that a loss of part or all of the principal value of my investment in a Limited Product may occur. I will not invest unless I can bear the consequences of such loss. I agree to accept total responsibility for any and all losses I may incur as a result of such investments.

**4.2.** I acknowledge and accept that Limited Products are highly illiquid. I understand that, unlike an investment purchased on a stock exchange, Limited Products are not publicly traded, are subject to holding period requirements, and are typically restricted securities; as a result, there is no public

market for Limited Products, and I may need to hold Limited Products indefinitely. I further understand and agree that I am not relying on Limited Products for income or any other near-term liquidity needs. I understand that investing in the Limited Products requires high tolerance for risk, low need for liquidity, and willingness to make long-term commitments.

**4.3.** I acknowledge and understand that Limited Product Summaries and Investment Documents contain forward-looking statements and may include words like “expects,” “intends,” “anticipates,” “estimates,” and other similar words (“**Forward-Looking Statements**”). I understand that Forward-Looking Statements are intended to convey the relevant Issuer’s assumptions or expectations as of the date made, and that these statements are inherently subject to a variety of risks and uncertainties. I acknowledge that all Forward-Looking Statements are solely attributable to the Issuer of a Limited Product, not to RM Securities, and apply only as of the date of the offering and are expressly qualified in their entirety by the cautionary statements included elsewhere in the relevant Investment Documents. I accept that Forward-Looking Statements are preliminary and subject to change, and neither RM Securities nor the issuer undertakes any obligation to update or revise these Forward-Looking Statements to reflect events or circumstances that arise after the date made or to reflect the occurrence of unanticipated events. I understand that assumptions may not materialize, and unanticipated events and circumstances may affect the ultimate results of a Limited Product. Forward-Looking Statements are inherently subject to substantial and numerous uncertainties and to a wide variety of significant business, economic and competitive risks, and the Forward-Looking Statements may be inaccurate in any material respect. Therefore, the actual results achieved in a Limited Product may vary significantly. Forward-Looking Statements, and the variations, may be material.

**4.4.** I agree to carefully review and understand all disclaimers, disclosures, risk factors, and cautionary statements accompanying any information provided in connection with the Brokerage Service, including a Limited Product’s Investment Documents or Limited

Product Summaries, and all other information provided by an Issuer, prior to deciding to make any investment.

## **5. INVESTOR ELIGIBILITY; INVESTOR INFORMATION**

**5.1.** I acknowledge that only “accredited investors” as defined in Rule 501 under the Securities Act, who have registered on the Platform and who have a valid user ID and password, are authorized to access and invest in Private Offerings that are offered pursuant to Regulation D of the Securities Act and any related Brokerage Service (such persons being “**Accredited Investors**”). In general, one way to qualify as an Accredited Investor as an individual is to have a net worth of more than \$1 million (excluding the primary residence), or gross income for each of the last two years of at least \$200,000 (\$300,000 jointly with their spouse or spousal equivalent) with the expectation of a similarly qualifying income during the current year. For more information on the definition of Accredited Investor, please see <https://www.sec.gov/education/capitalraising/building-blocks/accredited-investor>.

**5.2.** I acknowledge that only “qualified purchasers” as defined in Rule 251(d)(2)(i)(C) of Reg A are authorized to participate in securities offerings qualified under Reg A, including the REITs (“**Qualified Purchasers**”).

**5.3.** I acknowledge and agree that, if I do not qualify as an Accredited Investor, for purposes of investing in a Private Offering offered under Regulation CF under the Securities Act, I will only invest amounts allowed pursuant to Rule 100 of Regulation CF.

**5.4.** I acknowledge and represent that if I am a natural person, I have attained the age of majority and have legal capacity to, and if I am a legal entity, including without limitation a corporation, partnership, limited liability company, estate, or trust (“**Entity**”), I represent that I have all the necessary power and authority to, enter into and execute, make all representations and acknowledgements, and perform all obligations required under this Agreement. Furthermore, if I am an Entity, I represent that execution and performance under this Agreement will not cause me to violate any provision in the charter, by-laws, partnership agreement, trust agreement, constituent agreement, or instrument. I understand

and agree that this Agreement, as amended from time to time, is my legal, valid, and binding obligation, enforceable against me in accordance with its terms.

**5.5.** I agree that my use of the Brokerage Service or any investment in a Limited Product will not be within any jurisdiction where the provision or use or investment thereof would be contrary to Applicable Law or where RM Securities is not authorized to provide such information or services.

**5.6.** I acknowledge that I may not become a beneficial owner of 20% or more of any issuer's outstanding voting equity securities (an "**Issuer Covered Person**") without becoming subject to certain "bad actor" disqualifying events described in Rule 506(d) under the Securities Act or Rule 503 under Regulation CF (a "**Disqualifying Event**"). I affirm that if I am an Issuer Covered Person, I am not subject to a Disqualifying Event and I agree to promptly notify RM Securities in writing should any Disqualifying Events be applicable to me. RM Securities is not liable or responsible for making disclosures pursuant to Rule 506(e) of Regulation D or Rule 201 of Regulation CF, nor for determining whether any Issuer Covered Person is subject to a Disqualifying Event.

**5.7.** I agree that any information I provide, will provide, or have provided to RM Securities, as well as to any Issuer, or other third party in connection with the Brokerage Service, my registration on and use of the Platform, and any other activity in connection therewith, including my responses to any questions asked of me in connection with my use thereof, is or will be current, accurate, and complete. I acknowledge that, as a convenience to me, RM Securities may, in connection with my use of the Brokerage Service, pre-populate or pre-fill certain informational fields on the Platform based on information that I have previously submitted to RM Securities, including information submitted prior to my use of the Brokerage Service. I understand and agree that I am solely responsible for the currentness, accuracy, and completeness of such information, and agree to thoroughly review, update, and edit all such information accordingly herewith. Additionally, I agree that if I participate in any automatic investment arrangement with an Issuer, I shall review, at least annually, the information I have submitted in connection therewith to ensure its accuracy, completeness, and currency. I furthermore

agree that I will promptly notify RM Securities of any change to any information I submit in connection with the Brokerage Service or use of the Platform (including registration), and in no event later than 30 days of such change.

## **6. FEES**

**6.1.** I understand that RM Securities will receive compensation, fees, and expense reimbursements (together "**Fees**") from Issuers, unaffiliated broker-dealers, their affiliates, and other third parties for providing the Brokerage Service and otherwise in connection with my investments in Limited Products. These Fees include without limitation: placement agent fees, flat fees, managing broker-dealer fees, marketing and due Diligence allowance fees, referral fees, buyer's real estate brokerage fees; real estate due diligence fees; acquisition fees; financing coordination fees; credit guarantee fees; property-level and fund-level asset management fees; seller's real estate brokerage fees; real estate disposition fees; promoted or carried interest; construction management and capital expenditure management fees; origination, extension, modification, and exit fees; servicing and special servicing fees; default interest; prepayment penalties; and software, technology, and administrative services fees. I further understand that that RM Securities will pay its registered representatives sales-based commissions and bonuses, including from sales contests, based on capital that I invest with Issuers.

**6.2.** I acknowledge and accept that, while RM Securities does not directly charge me Fees in connection with the Brokerage Service or my investments in Limited Products, Issuers will use proceeds raised for, and funds available in, the Limited Products in which I invest to pay Fees to RM Securities, which will reduce the amount of funds I invest in Limited Products and ultimately reduce the distributions I will receive in connection with my investment in Limited Products. I understand and accept that the Fees paid by Issuers to RM Securities will reduce my return on investment in Limited Products, and that these Fees will be paid whether I make or lose money on my investment in a Limited Product. I agree to review all Fees disclosed in a specific Limited Product's Investment Documents, as well as related disclosures in RM Securities' [Form CRS](#) and [Regulation Best Interest Disclosures](#). I

***agree to seek the advice of an investment professional if I do not understand Fees associated with my investment in a Limited Product.***

## **7. CONFIDENTIALITY; NON-CIRCUMVENTION.**

**7.1.** I understand that “**Confidential Information**” means all information available on or through or otherwise concerning the Platform, any Limited Product, and/or the Brokerage Service, whether provided by or obtained from RM Securities, Issuers, or by any other third-party, directly or indirectly, in writing, electronically, orally or by inspection of tangible objects, including, without limitation, information concerning any of the following: Investment Documents, assets or properties, business partners, business plans, customer data, customer information, designs, documents, drawings, employees, engineering information, formulas, financial analysis, financial condition, hardware configuration information, ideas, intellectual property, inventions (whether or not patentable), know-how, liabilities, market information, marketing plans, operations, processes, products, product plans, research, services, specifications, software, source code, technology (including without limitation, technical drawings, designs, schematics, algorithms, technical data, product plans, research plans, and software), or trade secrets.

**7.2.** I agree to: (a) hold all Confidential Information in confidence; (b) restrict disclosure of Confidential Information to my agents or representatives with a need to know such Confidential Information and solely in connection and for the purpose of evaluating the Brokerage Service or a Limited Product; (c) use such Confidential Information only for the purpose of evaluating, or in furtherance of pursuing, the Brokerage Service or a Limited Product; and (d) to the extent applicable, not modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information.

**7.3.** By using the Brokerage Service and the Platform, I acknowledge that RM Securities has expended significant time, resources, including financial resources, and effort developing relationships with the Issuers, their affiliates, and other third parties, including sponsors, real estate operating companies, general partners or managers, and

borrowers who use the Platform, who are involved with the Limited Products or the Brokerage Services, and/or for whom RM Securities acts as a placement agent. I acknowledge and agree that, for a period of five (5) years following my use of the Platform and/or the Brokerage Service, I will not solicit, initiate, encourage, or engage in discussions or negotiations with any such third-parties first introduced to me by, or in which I otherwise first discovered in any way from RM Securities, whether through the Platform, the Brokerage Service or otherwise, without the express written permission of RM Securities. This provision shall survive any termination or expiration of this Agreement.

## **8. PRE-DISPUTE RESOLUTION**

**8.1.** I acknowledge that this Agreement contains a pre-dispute arbitration clause. By signing this Agreement, I agree to the following:

- All parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party’s ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is

ineligible for arbitration may be brought in court.

- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

**ANY CONTROVERSY THAT SHALL ARISE BETWEEN ME AND RM SECURITIES, LLC OR ITS AFFILIATES (INCLUDING, BUT NOT LIMITED TO, CONTROVERSIES CONCERNING THE PLATFORM, THE BROKERAGE SERVICE, ANY SECURITIES TRANSACTION, OR THE CONTINUATION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN ME AND RM SECURITIES OR ITS AFFILIATES, WHETHER ENTERED INTO OR ARISING BEFORE, ON OR AFTER USE OF THE PLATFORM OR PROVISION OF THE BROKERAGE SERVICE) SHALL BE SUBMITTED TO ARBITRATION BEFORE AND ONLY BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY. ARBITRATION MUST BE COMMENCED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE, THEREIN INDICATING THE ARBITRATION TRIBUNAL. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION, OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN. ANY ARBITRATION AWARD SHALL BE FINAL AND BINDING, AND ANY COURT HAVING JURISDICTION MAY ENTER JUDGMENT THEREON.**

## **9. OTHER IMPORTANT TERMS AND CONDITIONS**

**9.1.** For the parties' mutual protection, I understand, agree, and expressly consent to the electronic recordation of any of my telephone conversations with RM Securities and to the monitoring of my electronic communications with RM Securities including, but not limited to, email and facsimile transmissions.

**9.2.** I acknowledge that RM Securities will send all communications to me at the electronic mail address (and if applicable to the physical mailing address) I provide in connection with the Brokerage Service, or at such other address as I may subsequently provide to RM Securities in writing, and that all communications so sent in writing, including in electronic mail, shall be deemed delivered, whether actually received or not. I acknowledge that I have a duty to timely review any confirmations or any other information I receive concerning my use of the Brokerage Service for accuracy. I am responsible for notifying RM Securities immediately of any error or omission. If I fail to promptly (within 3 days of receipt of any confirmation or information from RM Securities) notify RM Securities of any error or omission, the information concerning my use of the Brokerage Service and any confirmations shall be presumed accurate. For avoidance of doubt, I understand that RM Securities will consider the most recently submitted physical and electronic mailing address used in connection with my use of the Brokerage Service as the appropriate addresses.

**9.3.** I agree to indemnify RM Securities to the maximum extent permitted by applicable law and hold RM Securities harmless under this Agreement, any agreements incorporated by reference herein (e.g., in Section 1.4), in connection with my use of the Platform, or in connection with my use of the Brokerage Service, from and against all claims, actions, costs and liabilities, including attorneys' fees, arising from or related to: (i) any breach by me or my authorized persons of any provision of this Agreement and any agreement incorporated by reference herein (e.g., in Section 1.4); (ii) any dispute that does not directly result from our willful misconduct or gross negligence in our performance of the Brokerage Service as set forth in this or any other agreement; (iii) any inaccurate or outdated information that I or my authorized persons supply to RM Securities; and (iv) any compromise of my computer, network, or methods I use to access or use the Platform or the Brokerage

Service, or the email or other accounts you use to communicate with us.

**9.4.** I acknowledge and agree that RM Securities shall not be liable for any direct, indirect, incidental, special, or consequential damages that may arise from its provision of Brokerage Service to me. None of RM Securities shall be liable for any losses incurred with respect to my use of the Brokerage Services, including any investments made in connection therewith and/or performance of any Limited Product or other investment. RM Securities shall have no responsibility for questioning my investment decisions. I understand that RM Securities will not monitor whether my use of the Brokerage Service, or any investment made in connection therewith, is permissible under the Plan documents or consistent with the Employee Retirement Income Security Act of 1974, as amended, the Internal Revenue Code of 1986 or state law. RM Securities may use and rely upon the services of clearing agencies, automatic data processing vendors, proxy processing, transfer agents, securities pricing services and other similar organizations; in such an event, RM Securities shall not be responsible for the acts and omissions of such third parties.

**9.5.** I authorize RM Securities to carry out any of my instructions, including those relating to the purchase or sale of Limited Products or other securities, and including instructions I provide using the Brokerage Service and/or the Platform. I agree to assume all investment risk with respect to such transactions. All transactions will be executed only on my order or instruction, or of my authorized representative(s), except as provided by this Agreement or otherwise agreed to.

**9.6.** I understand that RM Securities, LLC 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 Platform may be construed as investment advice and use of the Platform constitutes explicit agreement that any use of the Platform is qualified by your understanding and acceptance of the foregoing disclaimer. Information about companies presented on the Platform is provided by third-party sources, including sponsors, Issuers, and other

counterparty-submitted comments and documents. RM Securities expresses no opinion as to the suitability of any transaction for any person using the Platform. Any person contemplating an investment makes his, her, or its own independent investigation of the suitability of any proposed transaction based on the facts and circumstances of such person's financial situation. RM Securities neither holds nor gives any opinion about the value of any company or that company's securities.

**9.7.** I acknowledge that if any provision or condition of this Agreement is held invalid or unenforceable for any reason by any court, regulatory or self-regulatory agency or body, such provision or condition shall be fully severable, and this Agreement shall be enforced and construed as if such provision or condition had never comprised a part of this Agreement.

**9.8.** I acknowledge that this Agreement cannot be modified by conduct and/or the failure of RM Securities at any time to enforce its rights hereunder to the greatest extent permitted by law and shall not in any way be deemed to waive, modify, or relax any of the rights granted to RM Securities.

**9.9.** I acknowledge that this Agreement and the related documents incorporated by referenced herein (e.g., Section 1.4) constitutes the full and entire understanding between the parties with respect to the provisions herein, and that there are no oral or other agreements in conflict herewith. I acknowledge and agree that, unless prohibited by Applicable Law, RM Securities reserves the right to amend, modify, or update, including rescinding any existing provisions or by adding any new provision in, this Agreement and the related agreements incorporated by reference herein (e.g., Section 1.4) without giving me prior notice or obtaining my affirmative consent. Any amended Agreement will be effective as of the date established by RM Securities (the "**Effective Date**"). I agree that any future amendments made to the Agreement shall apply to my use of the Brokerage Service and Platform. The use of the Brokerage Service or the Platform after the Effective Date of the amendment(s) shall constitute my acknowledgement and agreement to be bound thereby. I am responsible for regularly checking for updates. I understand that additional restrictions may apply to the Brokerage Service or use of the Platform provided hereunder and that additional

documentation may be required by Applicable Law or by RM Securities. I agree to comply with any such restrictions and promptly provide any documents or information requested.

**9.10.** I acknowledge that the telephone, Internet, or any other electronic system and software provided for use in accessing the Brokerage Service or the Platform is used at my sole risk. I further acknowledge that none of RM Securities, or its vendors providing data, information, and other services, including, but not limited to, any exchange (collectively, “**Service Providers**”), warrant that the service will be uninterrupted or error free and that RM Securities does not provide any warranty as to the results that may be obtained from any of these systems. I further acknowledge that the Platform, telephone, Internet, and other electronic systems are provided on an as-is and as-available basis without warranties of any kind either expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction, or modification.

**9.11.** I acknowledge and agree that neither RM Securities nor any its service providers will be liable in any way to me or any other person for any inaccuracy, error, or delay in, or omission of, any data, information or message, or the transmission or delivery of any data, information or message, or any loss or damages arising from or occasioned by any inaccuracy, error, delay or omission, nonperformance, interruption in data due to neglect or omission by any service provider, any “force majeure” (e.g., loss caused directly or indirectly by flood, fire, war, terrorism, civil unrest, strikes, natural disaster, extraordinary weather conditions, earthquake or other acts of God, government restrictions or actions, interruptions of communications, exchanges or market rulings, suspension of trading or other conditions beyond RM Securities’ control, failure, or equipment or software malfunction) or any other cause beyond the reasonable control of any service provider.

**9.12.** I acknowledge that complaints are to be e-mailed to [investor-help@realty mogul.com](mailto:investor-help@realty mogul.com).

**9.13.** I agree that RM Securities may assign this Agreement in part or in full, to any third-party or any Affiliate of RM Securities. I hereby delegate and grant

RM Securities the power and authority to make these changes on my behalf. This Agreement shall apply to you or to our successors and anyone to whom we assign our rights.

## **10. SIPC**

The Securities Investor Protection Corporation (“SIPC”) oversees the liquidation of member brokerage firms when the firm is bankrupt or in financial trouble, and customer assets are missing. Within limits, SIPC can expedite the return missing customer property by protecting each customer up to \$500,000 for securities and cash (including a \$250,000 limit for cash only). Not every investment is protected by SIPC and some customers may be ineligible to have their claims satisfied with SIPC funds. More information, including the SIPC brochure, can be found at [www.sipc.org](http://www.sipc.org), via telephone at 1-202-371-8300, via email at [asksipc@sipc.org](mailto:asksipc@sipc.org), and via mail at Securities Investor Protection Corporation 1667 K St. N.W., Suite 1000, Washington, D.C. 20006-1620.

## **11. TRUSTED CONTACTS**

RM Securities is committed to helping you protect your information. One way to protect your interests is to appoint a Trusted Contact. A Trusted Contact is someone over the age of eighteen whom you know and trust. This person will serve as a point of contact should we have questions concerning your overall well-being and whereabouts, or if we suspect you may be the victim of fraud or exploitation. The individual(s) you select may not take any action on your behalf and will not replace or affect existing powers of attorney. You should notify those you appoint as Trusted Contacts.

To appoint your Trusted Contact(s), please [complete our form](#).

Please note that RM Securities is authorized to contact the Trusted Contact(s) and disclose information concerning your use of the Brokerage Service to address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted under FINRA Rule 2165. Except as is required by FINRA Rule 2165, RM

Securities is under no obligation to interact with  
Trusted Contacts.

**I ACKNOWLEDGE THAT THIS AGREEMENT  
CONTAINS A PRE-DISPUTE ARBITRATION  
CLAUSE LOCATED IN SECTION 8 HEREIN AND  
AGREE TO THE TERMS THEREOF.**