AMP ND Addendum

Company has applied for an investment from the North Dakota Angel Match Program ("AMP ND") which is administered by the North Dakota Development Fund, Inc. ("NDDF"). Company and Investor (as defined below) acknowledges and understands AMP ND is funded in whole or in part under the State Small Business Credit Initiative ("SSBCI") which is a federal program authorized under and governed by 12 U.S.C. § 5701 et seq., implementing regulations, and guidance issued by governmental authorities such as the U.S. Treasury. Company and Investor each warrant, represent, and covenant that:

- Based on the possibility of an AMP ND investment, Company has received interest from one or more private (non-government) sources to match the potential AMP ND investment (herein whether one or more private (non-government) sources of matching investment may be referred to as "Investor").
- SSBCI funds available through AMP ND will be part of the investment round, and SSBCI funds will cause and result in the Company receiving matching private investment.
- The closing of SSBCI funds through AMP ND is a condition precedent to the closing of Investor's matching investment in Company.
- Company and Investor understand and agree that, as a condition precedent to closing any AMP ND investment, the matching private investment must close on the same business day and immediately after the closing of the AMP ND investment.
- Company and Investor understand and agree that, as a condition precedent to wiring any AMP ND investment funds, proof of the matching investment being wired to the Company must be provided.
- Company and Investor understand and agree that any AMP ND investment and matching private investment must be used for the specific purpose described in the application for the AMP ND investment.
- Company agrees to bear all legal fees incurred by the NDDF arising out of or relating to the evaluation, negotiation, preparation, and execution of the investment documents and any ancillary agreements. The Company shall reimburse such fees and expenses within 30 days of receiving an invoice or written request from the NDDF.
- In addition to other restrictions, Company and Investor understand and agree that to the extent Investor is a principal (as defined below) of Company any AMP ND investment and matching private investment cannot be paid, used, or expended for any compensation, salary, wage, bonus, benefit, distribution, dividend, reimbursement, or any other type of payment whatsoever to or for the direct benefit of (i) Investor, (ii) any relative (as defined below) of Investor, or (iii) any entity other than Company that Investor or a relative of Investor is a principal.
    - "Principal" means and includes if Company is a sole proprietorship, the proprietor; if Company is a partnership, each managing partner and each partner who is a natural person and holds 50 percent or more ownership interest of any class of the partnership interests; if Company is a corporation, limited liability business, association, development business, or other entity, each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is a direct or indirect holder of 50 percent or more of any class of equity interest in the entity; and if Company is a partnership where the managing partner is a corporation, limited liability business, association, development business, or other entity, each director and each of the five most highly compensated executives or officers of the entity.

- "Relative" means an individual related by consanguinity within the third degree as determined by the common law, a spouse, or an individual related to a spouse within the third degree as so determined, and includes an individual in an adoptive relationship within the third degree.

- Notwithstanding anything herein to the contrary, Company covenants and agrees that, so long as any invested capital is at risk, Company shall do all of the following:
  - Company must provide NDDF the following financial information:
    - Annual company prepared financial statement and corporate tax return of the company within 120 days of year-end.
  - Company must provide NDDF with all information required by applicable law, including without limitation information required under the State Small Business Credit Initiative (SSBCI), 12 U.S.C. § 5701 et seq., implementing regulations, and guidance issued by governmental authorities such as the U.S. Treasury. Without limiting the foregoing, the Company must provide NDDF with all annual SSBCI reporting information within 60 days of each year end. See Appendix I for reporting template.
  - Company must have its headquarters remain in North Dakota.
  - At least one senior leader and at least 25% of Company's employees and independent contractors must be residents of North Dakota. As used herein, "senior leader" includes an individual that has day-to-day senior level management and leadership responsibilities at the Company, which may include an owner of a sole proprietorship; a partner in a partnership; a manager of a manager-managed LLC; a member of a member-managed LLC; a board member of a board-managed LLC; and a chief executive or president of a corporation or LLC.
  - Any investor whose investment is matched by the AMP must not become a principal of the company (as defined in the AMP ND Addendum) until all the AMP and matched investment funds have been spent.
  - Company must comply with applicable law, including without limitation SSBCI guidelines and the qualification criteria established for AMP.
  - Company must timely provide NDDF any other information that NDDF reasonably requests.
- Not withstanding anything herein to the contrary, Investor agrees to each of the following:
  - There are risks associated with investing, including the risk of loss. Investor alone assumes the sole responsibility of evaluating the merits and risks associated with any investment in Company, including without limitation Company's business; Company's service, product, or technology; or any action, information, document, or communication from or by Company.
  - NDDF has not provided any legal, tax, investment, financial, or other advice to Investor. Investor has not and will not be relying on NDDF for any legal, tax, investment, financial, or other advice. Investor has not and will not be relying on NDDF to investigate, research, verify, confirm, or vet Company; Company's business; Company's service, product, or technology; or any action, information, document, or communication from or by Company. Investor is not relying on any action (including without limitation NDDF's investment), information, document, or communication from or by NDDF to make any decision to invest in Company or to make any decision arising out of or relating to an investment in Company.

- NDDF has not solicited Investor's investment in Company. NDDF has not recommended any investment in Company. NDDF's investment in Company is not an endorsement or promotion of Company; an investment in Company; Company's business; Company's service, product, or technology; or any action, information, document, or communication from or by Company. Investor agrees that no action (including without limitation NDDF's investment), information, document, or communication from or by NDDF constitutes a solicitation, recommendation,endorsement, promotion, or offer to buy or sell any securities or other financial instruments.

- **Waiver and Release.** Investor agrees NDDF is not responsible or liable for Investor's investment in Company or any losses or damages suffered by Investor arising out of or arising out of Investor's investment in Company. Investor hereby releases NDDF (including its officers, directors, employees, and agents) of and from any and all claims, causes of action, liability, damage, losses, costs, and expenses (including attorneys' fees), whether existing now or arising in the future, arising out of or relating to (i) Investor's investment in Company, (ii) NDDF's investment in Company, and (iii) Company's business; Company's service, product, or technology; or any action, information, document, or communication from or by Company. Investor waives the application of section 9-13-02 of the North Dakota Century Code, and any similar law. Section 9-13-02 of the North Dakota Century Code provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor." Investor agrees that that the foregoing releases all claims described above even if unknown or unsuspected.