

## PRTX INVESTOR AGREEMENT

This binding PRTX Investor Agreement (this “Agreement”) is between the Investor (“you”) and Puerto Rico Tax Credit Exchange LLC (“PRTX”), a Puerto Rican Series limited liability company (together with its applicable affiliates, collectively, “PRTX”, “we”, or “us”). This Agreement will govern all purchases and sales of Tax Decree Instruments (“TDIs”, as more fully-defined below) that you, from time to time, make through the Puerto Rico Tax Exchange service (“PRTX”) and third party purchasers in a peer2peer transaction.

Please carefully read this Agreement, the terms of use (“Terms of Use”) and the privacy policy (“Privacy Policy”) on the website prtx.market (together with any subdomain or affiliated PRTX site, collectively, the “Site”, hereinafter, along with any affiliated sites, and in the capacity of the PRTX service for reviewing, purchasing and selling TDIs, the “Platform”) and print and retain a copy of these documents for your records. As provided herein, the TDIs may be issued in one or more separate series, which different series may be issued in various aggregate principal amounts, mature at different times, bear discounts (interest) at different rates, be subject to different covenants and events of default, and otherwise vary as provided or permitted herein.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, you and PRTX agree as follows:

1. Use of Platform. By executing this Agreement, you hereby (a) agree to the terms and conditions of this Agreement; (b) consent to the Terms of Use and the Privacy Policy; and (c) agree to transact business with us and receive communications relating to the TDIs electronically. We reserve the right to terminate or rescind your right and eligibility to purchase TDIs or to use the Site (i) at any time prior to your purchase of any TDI and (ii) at any time subsequent to your purchase of any TDI, with respect to or for the purpose of purchasing any new or additional TDIs or otherwise except in connection with any TDI you currently hold and your ownership interest therein.

2. TDIs.

(a) Subject to the terms and conditions of this Agreement, we will provide you the opportunity, but not the right, on the Platform:

(i) To review the terms and prospectus materials of projects approved by the Departamento de Desarrollo Económico y Comercio (DDEC) to receive official Puerto Rico government tax decrees (the “Tax Decrees”) held by participating issuers of the Platform (the “Participating Issuers”) pursuant to which tax credits may be earned (the “Tax Credits”) and resold by the Participating Issuers or subsequent holders (together, the “Sellers”), or the value thereof assigned to third parties on the Platform in the specific form of security instruments meeting the specifications of the PRTX (the “Tax Decree Instruments” or “TDIs”);

(ii) To purchase TDIs, generally in minimum denominations of five thousand dollars (\$5,000) and integral multiples of five thousand dollars (\$5,000) in excess thereof, on the Platform, if approved by the Participating Issuer and (if a different entity) the Seller, each such TDI to be associated with, and dependent on, Tax Credits earned from a specific Tax Decree; and

(iii) To sell TDIs, generally in minimum denominations of five thousand dollars (\$5,000) and integral multiples of five thousand dollars (\$5,000) in excess thereof, on the Platform, if approved by the Participating Issuer and the Purchaser.

(b) TDIs of each series shall be in substantially the form attached hereto as Exhibit A, in each case subject to the terms hereof and with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Agreement, and TDIs may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistent with this Agreement, be determined by us to evidence our execution thereof.

(c) The TDIs shall be special limited obligations of their Participating Issuers and the Puerto Rico tax decree issuing entity under Act 60. Payments of principal and interest on the TDIs of any series shall be payable according to the terms of the TDI and the associated Tax Decree which once satisfied and Tax Credit earned as defined in the TDI corresponding to such series, will then be payable equally and ratably to the holders of the TDIs of such series only to the extent of the actual Tax Credit earned pursuant to the Tax Decree corresponding to such series. You shall not have any recourse against us unless and to the extent and for the proximate reason that we have materially breached a covenant in this Agreement.

(d) For each series of TDIs there shall be established and set forth: (i) the title of the TDIs of the series (which shall distinguish the TDIs of the series from all other TDIs of other series); (ii) the Tax Decree that corresponds to TDIs of the series and the party(ies) serving as the project sponsor and Participating Issuer of such Tax Decree; (iii) the maturity and payment dates of the TDIs of the series; (iv) the stated discount (interest) rate of the TDIs of the series; (v) any restrictions on the transfer or transferability of the TDIs; and (vi) any other terms of the TDIs of the series as determined by us or the Participating Issuer, so long as such terms are not inconsistent with the provisions of this Agreement.

(e) Each TDI you purchase will generally be accepted and consummated within three (3) business days following your acceptance of the terms of the TDI, our receipt of funds, and verification of your accredited investor status. You shall have no right to purchase or receive, and the Seller shall have no obligation to issue or sell, a TDI corresponding to a Tax Decree if the relevant Tax Decree is canceled by us in our sole discretion (for example, if there is attempted fraud or a security breach).

(f) Payment of principal and interest on any TDI which is payable, and is punctually paid or duly provided for, shall be paid to the person in whose name your TDI is registered at the close of business on the Record Date (as defined in the TDI) therefor by the Participating Issuer, subsequent obligor, or the Puerto Rico tax decree issuing entity under Act 60 or other duly-appointed body, as the case may be. PRTX shall have no obligation to make any payments on or pursuant to any TDI, and its obligations with respect to any TDI shall be limited to making the registration information of your holding of each TDI available to such payment obligor. Any payment on any TDI of any series which is payable, but is not punctually paid or duly provided for, on any Payment Date (as defined in the TDI) (a "Defaulted Payment") shall forthwith cease to be payable to you on the relevant Payment Date, and such Defaulted Payment will be remedied by the collateral or pledge provided for by the terms specific to the TDI .

3. Commitments to Invest. Any investment commitment you place on a TDI listing coupled with a specific and discrete project of a Participating Issuer (a "Series TDI Listing") is a commitment by you to purchase a TDI from the Participating Issuer or other Seller in the principal amount of the commitment you bid on the Series TDI Listing. If the amount available for purchase on a Series TDI Listing is less than the amount of your commitment, your commitment will be adjusted downward and deemed to be in the amount still available for purchase. The purchase price for any TDIs you purchase through the Site will equal 100% of the TDI Value of such TDIs, as subsequently discounted. At the time you commit to purchase a TDI, you must have sufficient funds in your account with PRTX or your bank account to complete the purchase. Once you place an investment commitment on a Series TDI Listing, it is irrevocable by you regardless of whether the full amount of the Series TDI Listing is funded; provided that if you do

not qualify to invest in the TDI or PRTX determines for any reason to reject your commitment, PRTX reserves the right to reject your commitment by giving notice. The Platform does not warrant or guarantee that you will be able to place a commitment on any Series TDI Listing before it receives commitments totaling the requested loan amount.

4. Transfer Limitations. The TDIs are not transferable without the prior written consent of *both* the Participating Issuer and (if a separate entity) the Seller, which may be granted or withheld in the foregoing entities' discretion. However, as a stated policy, PRTX actively supports secondary trading of TDIs on the Site.

5. Redemption by Issuer. Unless specifically prohibited in the terms of the TDI, you acknowledge and agree that the Participating Issuer may, in its sole discretion, at any time, redeem any outstanding TDI at any time by paying you, in cash or equivalents, an amount equal to the outstanding principal and any accrued but unpaid interest on such TDI.

6. Your Representations, Warranties and Covenants. You hereby represent, warrant and confirm to PRTX, the Participating Issuer, and (if a separate entity) the Seller, as of the date of this Agreement and as of any date that you commit to purchase TDIs, as follows:

(a) *For U.S. Residents Only:*

(i) You are a "sophisticated investor" and an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended (the "Securities Act"). You have the financial ability to bear the full economic risk of any TDIs purchased hereunder, have adequate means of providing for your current needs and personal contingencies, have no need for liquidity with respect to any TDIs purchased hereunder and would be able to afford a complete loss of any and all TDIs purchased hereunder.

(ii) You satisfy the minimum financial suitability standards applicable to the state or other jurisdiction in which you reside, and you will abide by the maximum investment limits, as required by law, and as may be set forth herein or in the TDIs. You will provide any additional documentation reasonably requested by us, as may be required by the securities administrators or other regulatory or self-regulatory bodies of any state or jurisdiction or any applicable law or regulation, to confirm that you meet such minimum financial suitability standards and have satisfied any maximum investment limits.

(iii) You have such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of any TDIs purchased hereunder and to make an informed investment decision with respect thereto.

(b) *For non-U.S. Residents Only:*

(i) If you are not a United States person (as defined by Section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code")), you hereby certify to PRTX your full observance of the laws of your jurisdiction in connection with any invitation to subscribe for TDIs or any use of this Agreement, including (i) the legal requirements within your jurisdiction for the purchase of TDIs, (ii) any foreign exchange restrictions applicable to such purchase, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the TDIs.

(ii) If you are not a United States person (as defined in Rule 902 promulgated under the Securities Act (a “Regulation S Investor”)), any TDIs you acquire will be acquired for investment and for your own account, not as nominee or agent, and not with a view to the resale or distribution of any part thereof in the United States or to a United States resident, and you have no present intention of selling, granting any participation in, or otherwise distributing the same. You do not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person in the United States or to a United States resident, with respect to any of your TDIs. If you are a Regulation S Investor, you are not acquiring the TDIs for the account or benefit of any United States person.

(iii) If you are a Regulation S Investor, you understand that the TDIs have not been registered under the Securities Act and may not be offered, resold, pledged or otherwise disposed of by the undersigned except (a) (i) in an offshore transaction meeting the requirements of Regulation S (including Category 3 of Rule 903 thereof, if then still applicable), (ii) pursuant to another available exemption from the registration requirements of the Securities Act or (iii) pursuant to an effective registration statement under the Securities Act, and (b) in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

(iv) If you are a Regulation S Investor, if you decide to offer, resell, pledge or otherwise dispose of any TDIs or any interests in any TDIs prior to the expiration of three hundred and sixty-five (365) days from the date when the TDIs were first offered to persons other than distributors in reliance upon Regulation S (the “Distribution Compliance Period”), then you will do so only (a) (i) in an offshore transaction meeting the requirements of Regulation S (including Category 3 of Rule 903 thereof, if then still applicable), (ii) pursuant to another available exemption from the registration requirements of the Securities Act or (iii) pursuant to an effective registration statement under the Securities Act, and (b) in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

(v) If you are a Regulation S Investor, you (i) will not engage in hedging transactions with regard to the TDIs unless in compliance with the Securities Act, (ii) acknowledge that prior to the expiration of the Distribution Compliance Period, any transferee of any TDIs or any interest in any TDIs may be required to provide to the Company or its agents certifications and other documentation relating to the non-U.S. person status of any such transferee, and you agree to so inform such transferee prior to any such proposed transfer, (iii) agree to, and each subsequent holder is required to, notify any prospective purchaser of any TDIs from you of the restrictions referred to herein, if then applicable, (iv) understand that the TDIs may not be eligible for deposit in any depository facility or with any clearing or settlement system so long as such TDIs are “restricted securities” within the meaning of Rule 144 under the Securities Act, and (v) understand that if certificates are issued representing the TDIs, such certificates will bear legends substantially to the following effect:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) AND MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT (A) (I) IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF REGULATION S UNDER THE SECURITIES ACT (INCLUDING CATEGORY 3 OF RULE 903 THEREOF IF THEN STILL APPLICABLE), (II) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR (III) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND OTHER JURISDICTIONS. BY ITS

ACQUISITION OF THE SECURITIES REPRESENTED HEREBY OR OF AN INTEREST IN SUCH SECURITIES, THE ACQUIROR REPRESENTS THAT IT IS EITHER (X) NOT A U.S. PERSON AND IS MAKING ITS ACQUISITION IN AN OFFSHORE TRANSACTION MEETING THE REQUIREMENTS OF REGULATIONS UNDER THE SECURITIES ACT (INCLUDING CATEGORY 3 OF RULE 903 THEREOF IF THEN STILL APPLICABLE), OR (Y) IS A U.S. PERSON AND IS PURCHASING THE SECURITIES IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT, AND AGREES THAT IT WILL NOT OFFER, SELL, PLEDGE OR OTHERWISE DISPOSE OF ANY SECURITIES OR ANY INTERESTS IN ANY SECURITIES EXCEPT (I) (1) PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, AND (II) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND OTHER JURISDICTIONS.

HEDGING TRANSACTIONS INVOLVING THE SECURITIES OF THE ISSUER MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

(c) You represent that, as a condition to the ongoing effectiveness of this Agreement and of our obligation to consummate the purchase or sale to you of any TDI, no securities law, regulation or rule (including any judicial decision interpreting, applying or addressing the same) of the United States, any state or territory thereof or of any other country (the “Securities Laws”) shall prohibit (i) the execution and performance by the parties of this Agreement or (ii) the extending, borrowing or lending under, issuing, funding of (including any commitment to fund) or investment in or sale or purchase of (or offer to sell or purchase) the TDIs without the registration of such TDIs under the Securities Act or comparable laws in effect in any country, state or territory. You agree to comply with the Securities Laws at all times and to take no action that could result in PRTX being deemed to be in violation of any of the Securities Laws.

(d) Neither you, nor your principals, constituents, investors or affiliates, if any, is in violation of any legal requirements relating to terrorism, the financing of terrorism or other illegal activities or money laundering, including Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the “Executive Order”) and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “Patriot Act”).

(e) You have full capacity, power and authority to enter into and perform your obligations under this Agreement. This Agreement has been duly authorized, executed and delivered by you. You have received or been provided access to the currently applicable form of TDI (which you acknowledge and agree may change from time to time for future issuances of TDIs). In connection with this Agreement, you have complied in all material respects with applicable federal, state and local laws. You have made your decisions in connection with your consideration of any loan requests on the Site in compliance with the Equal Credit Opportunity Act, 15 U.S.C. 1601 et seq., and its implementing Regulation B, 12 C.F.R. 202 et seq., as such statute and regulation may be amended from time to time, and any applicable state or local laws, regulations, rules or ordinances concerning credit discrimination.

(f) In addition, if the person entering this Agreement is a corporation, partnership, limited liability company or other entity (each, an “entity”), the entity warrants and represents that: (i) the individual executing this Agreement on behalf of the entity has all necessary power and authority to execute and perform this Agreement on the entity’s behalf; (ii) the execution and performance of this Agreement will not violate any provision in the entity’s charter documents, by-laws, indenture of trust or partnership

agreement, or other constituent agreement or instrument governing the entity's formation or administration; and (iii) the execution and performance of this Agreement will not constitute or result in a breach or default under, or conflict with, any order, ruling or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking to which the entity is a party or by which it is bound.

(g) Neither you, nor your principals, constituents, investors or affiliates are a "Prohibited Person", defined as: (i) a person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a person or entity owned or controlled by, or acting for or on behalf of, any person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person or entity with whom you are prohibited from dealing or otherwise engaging in any transaction by any terrorism or money laundering legal requirements, including the Executive Order and the Patriot Act; (iv) a person or entity who commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; (v) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control; or (vi) a person or entity who is affiliated with a person or entity listed above. Neither you, nor your principals, constituents, investors or affiliates will (i) conduct any business or engage in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order; or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purposes of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order or the Patriot Act.

(h) You acknowledge and agree that you have no right to, and shall not make any attempt, directly or through any third party, to collect from any obligee on any Tax Decree on any of your TDIs. YOU ACKNOWLEDGE AND AGREE THAT ANY OBLIGEE TO ANY TAX DECREES MAY DEFAULT ON THEIR OBLIGATIONS UNDER THE TAX DECREES AND THAT SUCH DEFAULTS WILL REDUCE THE AMOUNTS, IF ANY, YOU MAY RECEIVE UNDER THE TERMS OF ANY TDIS YOU HOLD ASSOCIATED WITH SUCH TAX DECREES. EACH TDI IS NON-RECOURSE TO THE ASSETS ASSOCIATED WITH THE PROJECT REFERENCED IN THE TAX DECREE AND THE ISSUER, AS WELL AS THE FUNDS AND ACCOUNTS OF PRTX OR ANY OF ITS AFFILIATES, EMPLOYEES, MANAGERS, MEMBERS, EQUITY HOLDERS OR SUBSIDIARIES, EXCEPT, WITH RESPECT TO THE ISSUER, TO THE EXTENT OF THE VALUE OF TAX CREDIT PAYMENTS ACTUALLY RECEIVED BY THE ISSUER IN RESPECT OF THE TAX DECREE, AND OTHERWISE, ONLY AS EXPRESSLY PROVIDED HEREIN,.

(i) You acknowledge and agree that investments in Tax Decree Instruments are speculative in nature, that projected returns may not be realized, costs may exceed projections, timelines may become extended in practice, and that local, national and international economic and political factors often negatively impact speculative development projects of this nature. You acknowledge and agree that you have conducted or will conduct due diligence on the investment in the TDIs. You acknowledge and agree that a fire, flood, hurricane, tornado, earthquake or other calamity, or acts of violence, riots, vandalism, theft, destruction and mayhem and other factors may impact the value of the property and the Participating Issuer's ability to make payments required under the Tax Decree, which will have a corresponding impact on payments on the TDIs. You acknowledge and agree that PRTX has not made any warranty, representation or guarantee with the respect to the return of the principal amount of, or interest owed under, any TDI purchased and held hereunder.

(j) You acknowledge and agree that (i) properties secured by the Tax Decrees may not have the value ascribed to them by the Participating Issuer or any appraisals or broker's price opinions,

(ii) security interests in properties associated with the Tax Decrees (if any) may not be a first priority or may inadvertently contain title defects which could impair recoveries, and (iii) in the event of a Participating Issuer's default on a Tax Decree, you may lose your entire investment in the TDIs affiliated with such Tax Decree. Specifically, in an event of default of the Tax Decree, you (i) may not be able to recover any funds from the Participating Issuer, and (ii) the pro rata recoverable property or enterprise value available to you after any Tax Credit received minus applicable expenses may not exceed the amount due to you under the TDI. Moreover, you acknowledge that notwithstanding your valid and effective holding of a TDI, that a judge, agency or administrative body may determine to void such position and grant equitable relief to the Participating Issuer or his, her or its creditors.

(k) You acknowledge and agree that PRTX has not made any warranty, representation or guarantee with the respect to the return of the principal amount of, or interest owed under, any TDI purchased and held hereunder, and any such liabilities are the between You and your counter-party in the peer2peer transaction.

(l) You understand that the TDIs will not be listed on any securities exchange, and that the TDIs generally are not transferrable, except under the terms and conditions of the Platform, and only in limited circumstances involving a willing Purchaser, and upon the approval of the Participating Issuer.

(m) You acknowledge and agree that the purchase and sale of the TDIs pursuant to this Agreement is an arms-length transaction between you and the seller or purchaser counterparty to you made available on the Platform, and not with the Platform or PRTX, or the Participating Issuer (unless the Participating Issuer is the seller or purchaser counterparty). In connection with the purchase and sale of the TDIs, PRTX is not acting as your agent, advisor or fiduciary. PRTX assumes no advisory or fiduciary responsibility in your favor in connection with the purchase and sale of the TDIs. You hereby certify that PRTX has not provided you with any legal, accounting, regulatory or tax advice with respect to the TDIs, and that You have had the opportunity to consult, and have consulted your own legal, accounting, regulatory, investment and tax advisors to the extent that you have deemed appropriate. You understand that any anticipated United States federal, state or territorial (including, but not limited to Puerto Rico) income tax benefits may not be available to You and, further, may be adversely affected through the adoption of new laws or regulations or amendments to existing laws or regulations. You acknowledge and agree that PRTX is providing no warranty or assurance regarding the ultimate availability of any tax benefits to you by reason of holding the TDIs.

(n) In the event that you elect to purchase any TDIs, you agree to fulfill all requirements of the Platform, including but not limited to the execution (whether digitally or physically) of an investor agreement, any TDIs, loan purchase agreements, servicing agreements, representations and warranties, verification of accredited investor status, and fund documents. You agree that you are and at all times while you are a holder of a TDI or TDIs subject to all rules and regulations of the Platform. You acknowledge that all investments are redeemable by the Participating Issuer at any time at a price of the face value of the TDI plus any accrued but unpaid interest.

(o) If you have used an automated bidding tool, order execution service, or third party platform to identify the TDIs you are purchasing, each of those TDIs conforms to the investment criteria you provided through the applicable tool, service, or platform. You hereby authorize the automated execution of any investment order and corresponding TDIs through a tool, service, or platform.

7. Taxes. You and PRTX agree that the TDIs are intended to be indebtedness of the Participating Issuer for all income tax and other legal purposes. You agree that you will not take any position inconsistent with such treatment of the TDIs for tax, accounting, or other purposes, unless required

by applicable law. You further acknowledge that the TDIs will be subject to the original issue discount rules of the Code. You are prepared to bear the risk of loss of your entire purchase price for any TDIs you purchase. NO PARTY (AMONG YOU, PRTX, AND THE PARTICIPATING ISSUER) MAKES ANY REPRESENTATION OR WARRANTY TO THE OTHER REGARDING THE EFFECT THAT THIS AGREEMENT MAY HAVE UPON THE FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY OF THE OTHER.

8. Indemnification. You hereby indemnify and agree to defend and hold harmless PRTX, each of its respective affiliates, directors, officers, employees, agents, independent contractors, consultants, attorneys, advisors, equity holders, members, managers, partners, successors, estates and assignees (each, an “Indemnified Party”) from and against any loss, suit, claim, proceeding, award, judgment, settlement, cost, liability, damage or expense (including attorneys’, accountants’ and advisors’ fees and expenses and any expenses incurred in investigating or defending any such loss or threatened loss), arising out of or in connection with (i) any breach of any material term hereof, including securities law compliance pursuant to Section 6, (ii) any fraud, gross negligence, willful misconduct, bad faith or unlawful activity by or on behalf of you affecting any Indemnified Party; provided that, without limiting the generality of the foregoing, the parties agree that your representations, warranties and covenants set forth in Section 8 shall be deemed material terms hereof, and (iii) any loss on the paid-out or recovery value with respect to the face, promised, or expected value of any TDIs you have purchased on the Platform at any time, except to the extent such loss is a direct result of a failure of an Indemnified Party to provide the services of the Platform substantially as represented.

9. No Recording. You shall not (i) record this Agreement or any memorandum hereof or (ii) execute, acknowledge, deliver, file or record any security agreement, financing statement or similar security instrument in any way related to or arising out of the interest(s), right(s) or obligation(s) under this Agreement. Any such recordation, execution, acknowledgment, delivery or filing shall be null and void *ab initio* and of no force or effect. Nothing in this Agreement or in the TDIs, expressed or implied, shall be construed to constitute, or acknowledge or authorize the creation of, a security interest, lien or collateral under the Uniform Commercial Code or any other law or regulation, as now or hereafter enacted and in effect, in any jurisdiction. You acknowledge and agree that you have no direct rights with respect to the Participating Issuer’s property or any assets of PRTX. You may exercise any rights you have with respect to a TDI solely in accordance with the terms of the applicable TDI(s).

10. Limitations on Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY PARTY, OR ANY OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, INDEPENDENT CONTRACTOR, CONSULTANT, ATTORNEY, ADVISOR, SUCCESSOR, ESTATE OR ASSIGNEE THEREOF, BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY, OR ANY OFFICER, DIRECTOR, MANAGER, EMPLOYEE, AGENT, INDEPENDENT CONTRACTOR, CONSULTANT, ATTORNEY, ADVISOR, SUCCESSOR, ESTATE OR ASSIGNEE THEREOF, FOR, AND EACH PARTY HEREBY WAIVES WITH RESPECT TO THE OTHER PARTY, ANY TYPE OF INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE OR PROFITS, LOSS OF BUSINESS OR BUSINESS INTERRUPTION, LOSS OF CAPITAL, REPLACEMENT GOODS, LOSS OF OPPORTUNITY, BARGAIN, RIGHTS OR SERVICES OR LOSS OF TIME), EVEN IF SUCH PARTY (OR ITS REPRESENTATIVE) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE OR REGULATION OR OTHERWISE. THE PARTIES AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SPECIFIED HEREIN WILL SURVIVE AND APPLY EVEN IF FOUND OR ALLEGED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.



11. Governing Law. This Agreement, and all disputes, differences, claims or controversies arising out of this Agreement (whether in contract, tort or otherwise), or the negotiation, validity or performance hereof or the transactions contemplated hereby, shall be governed by and construed in accordance with the laws of Puerto Rico without regard to any rules or principles of conflict of laws of such State or of any other jurisdiction that would permit or require the application of the laws of any other jurisdiction.

12. No Guarantee of Returns or Payments. PRTX (WHICH AS SET FORTH IN THE INTRODUCTORY PARAGRAPH HEREOF INCLUDES ALL AFFILIATES) DOES NOT WARRANT OR GUARANTEE THAT YOU WILL RECEIVE ANY RATE OF RETURN, ANY MINIMUM AMOUNT OF PRINCIPAL OR INTEREST OR ANY PRINCIPAL OR INTEREST AT ALL ON ANY TDI. THE AMOUNT YOU RECEIVE ON A TDI IS WHOLLY DEPENDENT UPON THE PARTICIPATING ISSUER'S PAYMENT ON THE TAX DECREE CORRESPONDING TO YOUR TDI. PRTX DOES NOT GUARANTEE ANY TAX DECREES OR TDIS AND DOES NOT ACT AS A GUARANTOR OF ANY LOAN PAYMENT OR PAYMENTS BY ANY PARTICIPATING ISSUER. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT PARTICIPATING ISSUERS MAY DEFAULT ON THE TAX DECREES CORRESPONDING TO YOUR TDIS, AND THAT SUCH DEFAULTS MAY NEGATIVELY AFFECT THE AMOUNT OF PRINCIPAL AND INTEREST (IF ANY) YOU RECEIVE ON YOUR TDIS.

13. Consent to Electronic Transactions and Disclosures. Because PRTX's Platform operates only on the Internet, you must consent to transact business with us online and electronically and to our giving you certain disclosures electronically, either via the Site, any other affiliated site, or to the email address you provide to us. By entering into this Agreement, you consent to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating in any way to your or our rights, obligations or services under this Agreement (including any TDI purchased and held hereunder) (each, a "Disclosure"). The decision to do business with us electronically is yours. This Section 13 informs you of your rights concerning Disclosures:

(a) Any Disclosures will be provided to you electronically either on the Site, another indicated making up part of the Platform, or via electronic mail to the email address have you provided us. If you require paper copies of such Disclosures, you may write to us at the mailing address provided herein and a paper copy will be sent to you, provided such requests for paper copies are made reasonably and with reasonable frequency.

(b) Your consent to receive Disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such Disclosures relate.

(c) Before you decide to do business electronically with us, you should verify whether you have the required hardware and software capabilities described below. In order to access and retain Disclosures electronically, you must satisfy the following computer hardware and software requirements: access to the Internet; an email account and related software capable of receiving email through the Internet; a web browser which is SSL-compliant and supports secure sessions; and hardware capable of running this software.

(d) You may withdraw your consent to receive Disclosures electronically by contacting us at the email address herein. If you have already purchased one or more TDIs, all previously agreed to terms and conditions will remain in effect, and we will send Disclosures to your address provided during registration except as provided otherwise in any agreement between the parties.

(e) You can contact us regarding Disclosures or otherwise via the methods provided in Section 14 below.

You hereby indemnify and agree to defend and to hold harmless PRTX and Indemnified Parties (as defined in Section 8) from any alleged loss or harm, of any form or type (including, but not limited to those varieties listed in Section 8) having as its essence, or arising from any claims that you do not have, at any time or all times, the aforesaid technical means to access or fully-utilize PRTX's Platform, or that you have not received any or all communications from PRTX at the email address you have provided or at later times may provide to PRTX, or that you have withdrawn your consent to receive electronic Disclosures from PRTX but have not timely requested paper copies per paragraph (a) of this section.

14. Notices. All notices, requests, demands, required disclosures and other communications from PRTX to you will be transmitted to you only by email (except as provided in Section 13(a)) to the email address that you have registered on the Site, or will be posted on the Site, and shall be deemed to have been duly given and effective upon transmission or posting, respectively (or, in the case of paper copies of Disclosures as described in Section 13(a), five days after having been sent by registered or certified mail, return receipt requested, postage prepaid or one business day after deposit with a nationally recognized courier, specifying next day delivery, with written verification of receipt). You shall send all notices or other communications required to be given hereunder to PRTX via email at [info@nexusmarkets.io](mailto:info@nexusmarkets.io) or by mail or overnight delivery service to:

PRTX

154 Rafael Cordero Street, Suite 703  
San Juan, PR 00901

You agree to keep us promptly informed of any change in your email address, mailing address and telephone number so that, among other things, you can continue to receive all Disclosures in a timely fashion. If your primary email address changes, you must notify us of the change by sending an email to [info@nexusmarkets.io](mailto:info@nexusmarkets.io).

15. Restrictions on Use. PRTX may, in its sole discretion, with or without cause and with or without notice, restrict your access to the Platform, the Site, or any site comprising or associated with the Platform. Except as provided in this Agreement, you are not authorized or permitted to use the Platform to purchase or sell TDIs for someone other than yourself, and you must be an owner of the deposit account you designate for electronic transfers of funds, with authority to direct that funds be transferred to or from the account. Individuals who are registered investors may also register and participate on the PRTX platform as a Participating Issuer. Amounts in your PRTX funding account are subject to set-off against any shortfall resulting from ACH returns of transfers or deposits of funds to your PRTX funding account and any other costs or fees validly assessed by PRTX. You will not receive further notice in advance of our exercise of our right to set-off amounts in your PRTX funding account against any delinquent amounts owing.

16. Arbitration. For purposes of clarity, this Section 16 does not in any way affect any party's ability to bring an action against us or our managers, affiliates or their respective officers and directors under federal securities laws. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall be either a retired judge or an active or retired lawyer with at least ten years' relevant experience. The place of arbitration shall be within the Commonwealth of Puerto Rico. Any party may attend the arbitration by video

conferencing means reasonably acceptable to the arbitrator. The arbitration shall be governed by the laws of the Commonwealth of Puerto Rico. Each party will, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. The prevailing party shall be entitled to an award of reasonable attorney fees. Any arbitration under this Agreement will only take place with respect to a single person; class arbitrations and class actions are not permitted. YOU AND PRTX AGREE THAT EACH MAY BRING ARBITRATION CLAIMS AGAINST THE OTHER ONLY IN ITS CAPACITY AS A SINGLE PERSON OR ENTITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both parties agree otherwise in writing, the arbitrator may not consolidate more than one person's claims and may not waive this binding arbitration provision. The arbitrator shall have no power to arbitrate any claims on a class action basis or claims brought in a purported representative capacity on behalf of the general public, other investors, or other persons similarly situated. The validity and effect of this Section 16 shall be determined exclusively by a court, and not by the administrator or any arbitrator. If any portion of this Section 16 is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this section. This Section 16 shall survive the termination of this Agreement.

17. No Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT, NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. Jurisdiction; Venue. Except for disputes covered under Section 16, each of the parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive personal jurisdiction of the courts of the Commonwealth of Puerto Rico, if elected at the sole option of PRTX (the "Designated Courts"), in each case, located in the Commonwealth of Puerto Rico for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the Designated Courts and agrees not to plead or claim in any Designated Court that such litigation brought therein has been brought in an inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the Designated Courts. Service of process, summons, notice or other document by certified mail to the applicable party's current address for correspondence shall be effective service of process for any suit, action or other proceeding brought in any such court. Each of the parties hereby irrevocably waives any right which it may have had to bring such an action in any other court, domestic or foreign, or before any similar domestic or foreign authority and agrees not to claim or plead the same.

19. WAIVER OF JURY TRIAL. EXCEPT FOR DISPUTES COVERED UNDER SECTION 16, EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE OR CLAIM THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO

THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 19.

20. Interpretation. For purposes of this Agreement or the TDIs, the words “include,” “includes” and “including” shall be deemed to be followed by the words “by means of example and without limitation”, the word “or” is not exclusive, the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole, the terms “written” and “in writing” shall include e-mail notice, unless the context requires otherwise, references to the singular include the plural and references to the plural include the singular, and this Agreement and the TDIs shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Unless the context otherwise requires, references herein or therein (i) to articles, sections, schedules and exhibits mean the articles and sections of, and schedules and exhibits attached to, this Agreement, (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof, and (iii) to a statute or other legal provision means such statute or provision as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The titles, headings, captions and Section numbers used in this Agreement or the TDIs are for convenience of reference only and may not be used or considered by any person or party in construing or interpreting this Agreement and such titles, headings, captions and Section numbers shall not be deemed in any way to limit, extend or amplify the scope, extent or intent of this Agreement or the TDIs, or any of the provisions of this Agreement or the TDIs, respectively. All references to dollar amounts in this Agreement or in any TDI shall mean amounts in lawful money of the United States of America. Any ambiguities in this Agreement or the TDIs shall not be construed strictly against the drafter of the applicable language, but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

21. Severability. In the event that any provision of this Agreement is found to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the parties as of the date hereof. If any provision or part of this Agreement will, to any extent, be or become invalid, illegal or unenforceable, the remainder of this Agreement will continue in effect, and every other provision of this Agreement will remain valid and enforceable to the full extent permitted by applicable law. In such event, the invalid or unenforceable provision shall be reformed only to the extent necessary to make it enforceable, and such provision as so reformed will continue in effect, to the extent consistent with the intent of the parties as of the date hereof. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH.

22. Force Majeure. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed, restricted or prevented by reason of any act of god, fire, natural disaster, act of government, strikes or labor disputes, any actual or threatened act of terrorism, inability to provide raw materials, power or supplies, or any other similar act or condition beyond the reasonable control of the parties (each, a “Force Majeure”); provided that the party so affected provides prompt notice and uses its commercially reasonable efforts to avoid or remove the causes of nonperformance and continues performance hereunder immediately after such causes are removed. Upon the occurrence of an act of Force Majeure, the parties agree to discuss in good faith what, if any, modification may be required to the terms of this Agreement in order to reach a resolution, but shall not be obligated to agree to any specific course of action. In the event that any act of Force Majeure prevents either party from carrying out its obligations under this Agreement for a period of more than thirty

(30) days, the party not so affected may terminate this Agreement upon fourteen (14) days' written notice to the other party, without any liability to either party except for any liability accruing prior to and independently of such termination.

23. Survival. The terms of this Agreement shall survive until the later of (i) the maturity of the TDIs purchased by you and (ii) the satisfaction of all of your obligations hereunder.

24. Termination. PRTX may in its sole discretion, with or without cause, at any time and from time to time, take one or more of the following actions: (i) terminate this Agreement by giving you notice in accordance with Section 14; or (ii) terminate or suspend your right to place purchase TDIs or otherwise participate on the PRTX Platform immediately and without notice. Any TDIs you purchase from PRTX prior to the effective date of any such action by PRTX shall remain in full force and effect in accordance with their terms.

25. Right to Modify Terms. PRTX has the right to change any term or provision of this Agreement. PRTX will give you notice of material changes to this Agreement in the manner set forth in Section 14 and any such modified term or provision shall become applicable with respect to TDIs you purchase after the date of such notice. By purchasing any TDI after the date of such notice, you agree that you will be deemed to have accepted any such modified term or provision. You authorize PRTX to correct obvious clerical errors appearing in information you provide to PRTX, without notice to you, although PRTX expressly undertakes no obligation to identify or correct such errors.

26. Non-Solicitation of Participating Issuers. You may not circumvent the Platform and directly or indirectly solicit any current Participating Issuers for funding or investments with respect to a particular Project during the pendency of any TDI of that Participating Issuer for that specific Project on the Platform.

27. Assignment; Waiver; Etc. You may not assign, transfer, sublicense or otherwise delegate your rights or responsibilities under this Agreement to any person without PRTX's prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this Section shall be null and void *ab initio*. Any waiver of a breach of any provision of this Agreement will not be a waiver of any subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. The exercise by either party of any remedy hereunder, if any, will be without prejudice to its other remedies under this Agreement or otherwise and all remedies hereunder shall be cumulative and in addition to and not in lieu of or in substitution for any other rights and remedies available at law or in equity or otherwise. The provisions of the Terms of Use and Privacy Policy are hereby incorporated in this Agreement by reference in their entirety. All of the terms, covenants and conditions in this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors, estate and assigns; provided that any transfer of any interest herein or in this Agreement or the TDIs in violation of any of the provisions hereof shall confer no rights upon any such successor or transferee. You agree to make, execute and deliver to us such other documents, and take such other actions, as we may reasonably request to the extent reasonably necessary or compliant with standard practices of the financial services industry to fulfill the provisions of, and the transactions contemplated by, this Agreement or any TDI. Nothing in this Agreement or in the TDIs, expressed or implied, shall give to any person, other than the parties, any paying agent, any authenticating agent, any registrar or similar agents or service providers and their successors any benefit or any legal or equitable right, remedy or claim under this Agreement. PRTX may assign this Agreement at any time without your permission, unless prohibited by applicable law.

28. Counterparts; Electronic Transmission. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall

constitute but one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

29. Entire Agreement. This Agreement and documents or information incorporated herein by reference, together with the Terms of Use, Privacy Policy and any TDIs purchased or held by you, constitutes the sole and entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior or contemporaneous negotiations, discussions, agreements, understandings, representations and warranties, both written and oral, between the parties with respect to such subject matter. This Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between the parties. There are no unwritten or oral agreements between the parties.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.**

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have executed this Investor Agreement as of  
mm/dd/2021.

PRTX Markets LLC

By: \_\_\_\_\_  
Stephen Inglis  
Chief Executive Officer

INVESTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**

**Form of TDI**

(see attached)