

Transfer Agent Agreement

This Transfer Agent Agreement (this "Agreement") is made and entered into as of the date of electronic consent ("Effective Date") by and among Equity Stock Transfer, LLC, a Nevada limited liability company ("Transfer Agent"), NetCapital Systems LLC, a Delaware limited liability company ("NCS"), NetCapital Funding Portal Inc., a Delaware corporation ("NetCapital"), and the undersigned issuer, a _____ (the "Issuer") (collectively, the "Parties").

WHEREAS, the Issuer desires that the Transfer Agent perform certain transfer agent and registrar services and the Transfer Agent desires to perform such services and serve as transfer agent and registrar for the record and beneficial interests in the uncertificated shares of common stock or preferred stock or units of convertible debt, limited liability company membership interests or limited partnership interests, as the case may be, of the Issuer (the "Shares") (i) offered on NetCapital's funding portal and/or otherwise issued by the Issuer, and/or (ii) transferred by a holder thereof (the "Shares"); and

WHEREAS, NCS has developed software that stores and displays information with respect to the Issuer and other issuers and transactions in the Shares and the shares of other issuers (the "Data") for use by NetCapital, its customers and vendors, the transfer agent for its issuer customers and holders of and potential investors in Shares; and

WHEREAS, the Data can be accessed via the NetCapital website for viewing by (i) investors and prospective investors (as to their own transactions and ownership, as well as general information regarding the Issuer and other issuers, (ii) the Issuer as to the ownership of Shares of its investors and other documents submitted to NetCapital and the Transfer Agent, (iii) the Transfer Agent (as to share ownership and Issuer documentation), (iv) data required by any secondary trading platform on which orders for Shares can be matched, and (v) NetCapital as to all Data.

NOW, THEREFORE, in consideration of the mutual promises herein made and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Appointment of Transfer Agent

Issuer appoints the Transfer Agent to act as sole transfer agent and registrar of all Shares, including, but not limited to, Shares sold via NetCapital's funding portal or on any third-party registered exchange or Alternative Trading System ("ATS") in accordance with this Agreement and applicable law. The Transfer Agent accepts such appointment, upon the terms and conditions set forth in this Agreement. The Transfer Agent shall act as agent for the Issuer pursuant to this Agreement and shall perform its duties as Transfer Agent and Registrar with respect to the Data displayed on NetCapital's website, and (ii) as provided under applicable law. For its services hereunder, the Transfer Agent shall be compensated as set forth on Exhibit F hereto.

2. Items to be furnished to and Accessed by Transfer Agent

The Issuer has provided true and correct copies to the Transfer Agent, via their availability on the NetCapital website, to which the Transfer Agent has, and which it hereby agrees and

confirms to all parties hereto, to have access at all times, to each of the documents listed on the Legal Document Checklist attached as Exhibit A hereto and incorporated herein by reference. If the Transfer Agent requires additional documents, it shall promptly notify the Issuer and NetCapital, which shall work together to ensure that such documents are placed on the NetCapital website by NCS and NetCapital for access by the Transfer Agent.

- The Preliminary Information Form in the form of Exhibit B hereto;
- A copy of the Issuer's certificate of incorporation (or formation) as amended to date and from time to time;
- A copy of the Issuer's by-laws (or operating or partnership agreement) as amended to date and from time to time;
- A Secretary's Certificate of the Issuer in the form of Exhibit G hereto setting forth a copy of the resolutions of the Board of Directors (or Managers or equivalent governing body) of the Issuer authorizing the appointment of the Transfer Agent as transfer agent and registrar for Shares;
- A copy of the digital execution of this Agreement by all of the Parties;
- A list of certain officers and directors of the Issuer, bearing their respective facsimile signatures, who are authorized to sign and furnish instructions and other information as required by the Transfer Agent ("Issuer's Authorized Officers List");
- A list of certain officers and directors of NetCapital, bearing their respective facsimile signatures, who are authorized to sign and furnish instructions, notices hereunder, and information required by the Transfer Agent ("NetCapital Authorized Officers List");
- A list of certain officers and directors of any ATS on which Shares are matched (for the purpose of informing buyers, sellers and the Transfer Agent with respect to secondary sales of Shares) bearing their respective facsimile signatures, who are authorized to sign and furnish information as required by the Transfer Agent ("ATS Authorized Officers List"); and
- A list of all beneficial and record holders of the Issuer, together with their addresses and social security or employer identification numbers.

The Issuer shall keep all of the foregoing information and documents up to date and shall deliver updated information to NetCapital, which shall, in turn deliver such information and documents to: (i) NCS for NCS to post on the NetCapital website, to which the Transfer Agent shall have access, as well as (ii) emailing such information directly to the Transfer Agent. The Issuer shall promptly notify all Parties hereto of any updates to such information and documents. The foregoing notwithstanding, all information related to holders of securities of the Issuer shall not be publicly viewable but shall be available only in the manner and by the persons and entities set forth in Section 3 below.

3. Collection and Posting of Information

NetCapital and the Issuer shall collect the information required by the Transfer Agent pursuant to Section 2 above and this Section, and shall deliver such information, as well as changes and additions thereto to NCS and the Transfer Agent. NCS agrees to post such information, constituting a portion of the Data, on the NetCapital website.

NetCapital and the Issuer shall also cause to be posted to the NetCapital website all information regarding issuances, sales and transfers of Shares, and shall use its best efforts to cause any ATS or registered exchange to communicate to NetCapital, for posting on its

website, any information regarding secondary purchases and sales of Shares. The foregoing notwithstanding, no information that constitutes personal identifying information as to any holder of or transaction in securities of the Issuer shall be posted to the NetCapital website that is viewable by the public, but instead, such information shall be maintained in a special portion of the NetCapital website viewable only by the personnel with a need to know of NetCapital, NCS, the Transfer Agent and any registered exchange or ATS on which secondary matches of buy and sell orders in the securities of the Issuer are made (the "Private Portion of the NetCapital Website").

4. NetCapital Website Access

NCS shall ensure that the Transfer Agent shall have access to the items listed in Sections 2 and 3 hereof, as from time to time amended, and information with respect to sales of Shares offered via NetCapital's funding portal or otherwise, in each case as displayed on the NetCapital website or otherwise and required by the Transfer Agent, at all such times as the Transfer Agent is legally required to have access to such Data. The Transfer Agent shall view the Issuer's documentation on the NetCapital website as well as Data regarding any transactions and authorizations regarding the Shares. The Transfer Agent shall utilize the Private Portion of the NetCapital Website to review information regarding any issuances and transfers of Shares and to display to the Issuer and to NetCapital the registry of Shares of the Issuer.

NCS shall also ensure that the Issuer, any registered exchange or ATS matching buy and sell orders for Shares, as well as NetCapital, shall have access to the Private Portion of the NetCapital Website for reviewing issuances and transfers of Shares.

5. Maintenance and Safekeeping of Records; Compliance with Laws

The Transfer Agent shall maintain books and any other records required in the performance of its agency based upon commercially reasonable and industry accepted standards. Such books and records shall be maintained, in whole or in part, on the Private Portion of the NetCapital Website and, in addition, the Transfer Agent may maintain a duplicate set of such books and records and such additional books and records as it deems necessary or advisable to fulfill its obligations as a transfer agent. Upon request, the Transfer Agent shall promptly deliver to NetCapital and the Issuer, as well as any registered exchange or ATS on which matches of the Shares are made, a copy of any records it has relating to the Shares. The Transfer Agent is obligated and agrees to comply with all applicable U.S. federal, state and local laws and regulations, codes, orders and government rules in the performance of its duties under this Agreement.

6. Validity of Signatures

The Transfer Agent may act upon any signature or facsimile thereof that matches the Issuer's Authorized Officers List or the ATS Authorized Officers List or the NetCapital or NCS Authorized Officers List or which the Agent believes in good faith and with the exercise of reasonable care to be genuine. When any officer shall no longer be vested with authority to sign for the Issuer or the ATS, or NetCapital or NCS, written notice thereof shall immediately be provided to the Transfer Agent by way of filing on the NetCapital website and emailing it

to the other Parties hereto, and until receipt of such notice, the Transfer Agent shall be fully protected and held harmless in recognizing and acting upon any correspondence, certificates or instructions bearing the signature of such officer or a signature believed by it in good faith and with the exercise of reasonable care, to be such genuine signature.

7. Amendment of Governing Instruments

The Issuer agrees to promptly deliver to NetCapital, for delivery to NCS for posting on the NetCapital website, and to deliver to the Transfer Agent by email, any amendments to Issuer's certificate of incorporation (or formation) or by-laws (or operating or partnership agreement) made after the date hereof, certified by an authorized officer of Issuer as being true, correct and complete copy of such amendment and that such amendment is in full force and effect on the date such certification is made.

8. Instructions and Advice of Counsel

When the Transfer Agent deems it desirable, it may apply to an officer of the Issuer or it may consult with the Issuer's counsel concerning any matter arising in connection with its agency. The Issuer agrees that the Transfer Agent shall be held harmless and indemnified from any liability, claim or expense, including reasonable attorneys' fees, in acting pursuant to instructions or the advice of counsel as aforesaid.

9. Recordation and Disbursement Agent for Securities and Cash; Distribution of Notices and Materials to Holders of Issuer's Securities

- a. The Transfer Agent is hereby appointed as a disbursement agent for the Issuer. The Transfer Agent will record the distribution of securities and distribute cash (including by way of dividend) to holders of Shares, upon written notice by an officer of the Issuer advising the Transfer Agent of a distribution, including declaration of a dividend, and in the case of a cash distribution, the payment to the Transfer Agent of the necessary funds with which to pay in currently available funds at least two (2) business day before each payment date. If not previously agreed to and included on Exhibit F, the Issuer and Transfer Agent shall mutually agree to a reasonable fee for such disbursement services.
- b. The Issuer agrees to deposit good and collected funds with the Transfer Agent such that the collected balance available to the Transfer Agent is sufficient to cover the amount of the distribution to be paid. Neither Party intends the Transfer Agent to make a loan to the Issuer. The Transfer Agent shall have no obligation to pay any distribution until the Issuer has provided sufficient collected and immediately available funds to the Transfer Agent.
- c. The Transfer Agent is authorized to draw and deliver from time to time new checks for the payment of distributions to take the place of checks theretofore drawn but not presented for payment, when such checks are represented by the payees to have been lost, mislaid or destroyed, and not to have been endorsed or negotiated, and the Transfer Agent stops payment of such original check with its financial institution. Unclaimed funds shall remain in designated disbursement accounts until such time as they are claimed by the stockholder or their representative, or, until the Issuer, subject to applicable law and regulation, provides further direction as to their disposition.

- d. Upon request of the Issuer or NetCapital, the Transfer Agent shall distribute to all holders of securities of the Issuer, notices of meetings and consents of holders of the Issuer's Shares, and materials for such holders, such as proxy statements, consent solicitations, annual reports, and notices to holders of securities of the Issuer.

10. Limitations and Liabilities

- a. The Issuer shall indemnify and hold harmless the Transfer Agent and its employees, from and against any loss, damage, liability or claim suffered, incurred by, or asserted against it or them, including expenses of legal counsel arising out of, in connection with or based upon any act or omission by it or them relating in any way to this Agreement or its services hereunder, so long as the Transfer Agent and its employees are not negligent and have acted in good faith.
- b. Each Party hereto understands and agrees that NetCapital will, on the NetCapital website, announce to issuers, investors and holders of Shares that the Transfer Agent is serving as transfer agent and registrar. The Transfer Agent and the Issuer understand that NetCapital and the NetCapital Funding Portal operated by NetCapital pursuant to Reg CF are audited by the SEC and FINRA and that NetCapital will be damaged if the services and information contemplated to be delivered by the Transfer Agent hereunder are not competently performed by the Transfer Agent and the Issuer. The Transfer Agent and the Issuer agree to indemnify NetCapital and hold NetCapital harmless for any such damages, including costs and expenses.

11. Resignation and Termination

The initial term of this Agreement shall be one year, commencing on the Effective Date. This Agreement shall be automatically renewed for additional successive one (1) year terms thereafter, unless either the Issuer, NetCapital or the Transfer Agent provide not less than ninety days' prior written notice to the other parties of its intent to terminate this Agreement. NetCapital or the Issuer may terminate this Agreement for cause, at any time. Such cause is defined as and limited to the willful malfeasance, negligence or other performance by the Transfer Agent that can be clearly demonstrated as inferior to commonly accepted industry standards. The Transfer Agent may terminate the Agreement for cause, at any time. Such cause is defined as and limited to the willful malfeasance, negligence or other performance by the Issuer that can be clearly demonstrated as inferior to commonly accepted industry standards or a failure by NetCapital and/or NCS to make information on the NetCapital website required by the Transfer Agent available to the Transfer Agent or a failure by NetCapital to transmit to the Transfer Agent by email the items required in Section 2 hereof.

12. Consent to Use of Name and Logo

Each Party may disclose on its website, in regulatory filings, marketing materials and in other communications the fact that Transfer Agent has been appointed pursuant to this Agreement. The Issuer grants the Transfer Agent and NetCapital a revocable limited license to use the Issuer's logo ("Logo") in connection with the Transfer Agent's and NetCapital's use of any electronic images and print images, including, but not limited to, the Equity Stock Transfer website, proxy website, statements, proxies, envelopes, letterhead and checks. The Issuer will supply its Logo to the Transfer Agent and NetCapital as an electronic file or in another mutually acceptable format. The Transfer Agent and NetCapital agree to discontinue use of

the Logo within thirty (30) days after receiving writing notice from the Issuer that permission to use the Logo has been terminated.

13. Original Issue of Shares

The Transfer Agent shall record all original issuances of Shares by the Issuer whether the Shares were offered via the NetCapital funding portal or otherwise; provided, however, that any personal identifying information regarding the investor shall only be accessible in the Private Portion of the NetCapital Website as set forth in Sections 2 and 3 hereof. The Issuer will at all times provide NetCapital and the Transfer Agent with a list of the names and addresses of its record and beneficial holders of Shares, the amount of Shares held by each such holder, and additional information regarding the identity and contact information of such holders that is required by the Transfer Agent and NetCapital. To the extent NetCapital assists the Issuer in selling Shares on the NetCapital funding portal, NetCapital shall assist the Issuer in providing such information of which it is aware to the Issuer and the Transfer Agent.

14. Transfer of Shares

The Transfer Agent shall record the transfer of Shares from time to time upon the delivery of such documentation as the Transfer Agent deems necessary to evidence the authority of the transferor to make such transfer, and bearing evidence of payment of transfer taxes, if any. Such information shall be provided to the Transfer Agent by the Issuer or by any registered exchange or ATS on which the Shares are traded.

15. Unclaimed Property Administration

- a. The Transfer Agent will provide unclaimed property reporting services for unclaimed certificates for, or beneficial interests in, the Shares related cash dividends and securities and other distributions, which may be deemed abandoned or otherwise subject to applicable unclaimed property law or regulation, as further detailed in Exhibit C hereto and made a part hereof. Such services may include preparation of unclaimed property reports, delivery of abandoned property to various states, completion of required due diligence notifications, responses to inquiries from owners, and such other services as may reasonably be necessary to comply with applicable unclaimed property law or regulation.
- b. The Issuer shall assist the Transfer Agent and provide such cooperation as may reasonably be necessary in the performance of the services hereunder, including delivery to the Transfer Agent of any and all such unclaimed property which may not otherwise be in the Transfer Agent's possession.
- c. The Transfer Agent shall assist the Issuer in responding to inquiries from administrators of state unclaimed property law or regulation regarding reports filed on the Company's behalf or in response to requests to confirm the name of a reclaiming owner. The Transfer Agent shall exercise reasonable efforts to obtain release agreements from the various states offering such release agreements with respect to reports and abandoned property delivered to them and indemnification agreements from those states willing to provide them.
- d. The Transfer Agent, or its duly appointed agent, shall timely remit unclaimed Shares, and cash and other distributions of the Issuer, to the appropriate state or jurisdiction, as provided for under applicable property law or regulation. The Transfer Agent shall

provide such reports regarding unclaimed property services hereunder as the Issuer may reasonably request from time to time.

- e. If the Issuer elects not to have the Transfer Agent provide unclaimed property services as described herein, the Issuer shall give the Transfer Agent and NetCapital written notice of such election, and include in such notice: i) acknowledgment by the Issuer that failure to report unclaimed property may result in the assessment of interest and penalties by the states against the Issuer; and ii) a statement releasing the Transfer Agent and NetCapital from any liability for such penalties and interest that may be assessed against the Issuer. See Exhibit C for a sample of such notice.

16. Lost Security Holder Search Services

- a. Pursuant to SEC rules (See SEC Rule 240.17Ad-17, as amended), the Transfer Agent is required to provide the following services regarding lost security holder accounts for the Shares (which together constitute “Standard Search Services”):
 - i. Conduct a national database search between three and twelve months after a lost security holder account is identified.
 - ii. If the first national database search is not successful in locating the holder, conduct a second search between six and twelve months later.
 - iii. Report to the SEC in required transfer agent filings, information about the age of the lost security holder accounts and amounts escheated to the various states.

Exceptions to the SEC search requirements include:

- iv. Deceased holders of Shares.
- v. Holders of Shares that are not natural persons (e.g., corporations, partnerships, limited liability companies).
- vi. Cases where the value of all amounts due to the holder of Shares (market value of the security, please dividends and interest payable) are less than \$25.
- b. The Transfer Agent reserves the right to conduct additional searches, including searches for heirs of deceased holders (which constitute “Deep Search Services”) pursuant to Exhibit D hereto.
- c. The Transfer Agent reserves the right to work with service providers, contractors, or agents, to conduct national database searches to locate lost security account holders, or their beneficiaries or survivors, using Standard Search Services and Deep Search Services. The Issuer agrees to reimburse the Transfer Agent for reasonable fees and expenses incurred by the Transfer Agent in the course of providing the referenced search services. The referenced fees and expenses may be assessed periodically by the Transfer Agent in accordance with the services provided. (See attached Fee Schedule – Exhibit F.)
- d. The Issuer hereby agrees to be enrolled in the referenced search services, to be conducted by the Transfer Agent, or its service providers, contractors or agents. Fees and expenses are subject to change, and the Issuer will receive written notification from the Transfer Agent in advance of such changes.
- e. In the event that the Issuer determines that the Deep Search Services should not be conducted, the Issuer shall give the Transfer Agent written notice of such election. See attached Exhibit D for a sample of such notice.

17. Confidential Information

- a. The Parties acknowledge that during the course of the Agreement, the Parties (the Discloser being the “Discloser” and the Recipient the “Recipient”) may make confidential data available to each other or may otherwise have access to proprietary

or confidential information regarding the Issuer, its holders of Shares, or the Transfer Agent, or its or their affiliates (collectively, "Confidential Data"). Confidential Data includes all information not generally known or used by others and which gives, or may give the possessor of such information an advantage over its competitors or which could cause the Issuer or the Transfer Agent injury, loss of reputation or goodwill if disclosed. Such information includes, but is not necessarily limited to: data or information that identifies past, current or potential customers, holders of Shares, business practices, financial results, fees, research, development, systems and plans; certain information and material identified by the Discloser as "Proprietary" or "Confidential," data that the Transfer Agent furnishes to the Issuer from the Transfer Agent's database, data received from the Issuer and enhanced by the Transfer Agent; and/or data or information that the Recipient be reasonably be expected to know is Confidential. Confidential Data may be written, oral, recorded, or maintained on other forms of electronic media. Confidential Data does not include data publicly displayed on the NetCapital website as contemplated by this Agreement. Because of the sensitive nature of the information that the Recipient and its employees or agents may obtain as a result of this Agreement, the intent of the parties is that these provisions be interpreted as broadly as possible to protect Confidential Data. This Agreement, together with the exhibits and schedules referred to herein or delivered pursuant hereto, are Confidential and Proprietary, and shall be treated as Confidential Data by the parties hereto. The Transfer Agent acknowledges that all Confidential Data furnished by the Issuer is considered proprietary and strictly confidential. The Parties agree to maintain security measures to protect Confidential Data in its possession.

- b. The Transfer Agent shall maintain the confidentiality of all information and material regarding the Shares and holders of the Shares, other than as set forth herein and/or agreed to by NetCapital or the Issuer in writing, or if required by court order or other legal process. This Section 17b shall survive termination of this Agreement.
- c. The Recipient agrees to hold as confidential all Confidential Data it receives from the Discloser. As between the Recipient and Discloser, ownership of Confidential Data shall remain with the Discloser, and Recipient shall not take any ownership interest in or right to use the Confidential Data unless expressly agreed to in writing by the Discloser. The Recipient will use at least the same care and discretion to avoid unauthorized use and disclosure of the Discloser's Confidential Data as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law. The Recipient may only use and disclose Confidential Information of the Discloser only as necessary for the following "Permitted Purposes": (1) performing its obligations under this Agreement; (2) in the case of the Issuer, deriving the reasonable and intended benefit from the services provided by the Transfer Agent under this Agreement; and (3) as otherwise specifically permitted in writing by the Discloser in this Agreement or elsewhere. The Recipient may disclose Confidential Data to: (i) its employees and employees of permitted subcontractors and affiliates who have a need to know; (ii) its attorneys and accountants as necessary in the ordinary course of its business; (iii) any regulatory authority, including the SEC and, if applicable, DTCC; and (iv) any other party with the Discloser's prior written consent. Without limiting the foregoing, the parties further agree, subject to applicable law and regulations, that: (x) Confidential Data shall not be distributed, disclosed, or conveyed to any third party except by prior written approval of the Discloser; (y) no copies or reproductions shall be made of any Confidential Data, except as needed to provide the services described in this Agreement;

- and (z) the Recipient shall not use any Confidential Data for its own benefit or for the benefit of any third party.
- d. The Parties acknowledge that the unauthorized use or disclosure of any Confidential Data may cause irreparable harm to the Discloser. Accordingly, the Parties agree that the Discloser shall be entitled to equitable relief, including injunctive relief, in addition to all other remedies available at law for any threatened or actual breach of this Agreement or any threatened or actual unauthorized use or disclosure of Confidential Data.
 - e. Except as prohibited by applicable law or regulation, the Recipient shall promptly notify the Discloser in writing of any subpoena, summons or other legal process served on the Recipient for the purpose of obtaining Confidential Data (i) consisting of a list of holders of Shares, such as an identified class of the Issuer's holders of Shares, or (ii) relating to significant regulatory action or litigation that would have a material effect on the performance of the Transfer Agent or corporate status of the Issuer. In such cases, the Discloser shall have a reasonable opportunity to seek appropriate protective measures; provided, however, that this subsection shall not require the Transfer Agent to notify the Issuer of its receipt of any subpoena, summons or other legal process to seek Confidential Data for a single holder of Shares or group of related holders of Shares in connection routine tax levies or other routine third party litigation involving a holder of Shares. The Discloser will indemnify the Recipient for all reasonable expenses incurred by the Recipient in connection with determining the lawful release of the Confidential Data that is subject to subpoena, summons or other legal process.
 - f. The obligations set forth in paragraphs (a) through (d) above shall not apply to:
 - (i) any disclosure specifically authorized in writing by the Discloser;
 - (ii) any disclosure required by applicable law or regulation, including pursuant to a court order; or
 - (iii) Confidential Data which:
 - (1) has become public without violation of this Agreement; or
 - (2) was disclosed to the Recipient by a third party not under an obligation of confidentiality to the Discloser; or
 - (3) was independently developed by the Recipient not otherwise in violation or breach of this Agreement or any other obligation of the Recipient to the Discloser; or
 - (4) was rightfully known to the Recipient prior to entering into this Agreement.
 - g. The obligations of each Party set forth in paragraphs (a) through (e) above shall survive termination or assignment of this Agreement.

18. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles. The parties agree that the United States District Court for the Southern District of New York, shall have sole and exclusive jurisdiction to determine any issues arising under this Agreement, and all Parties to this Agreement agree to submit to personal jurisdiction in New York for the purpose of resolving any issue arising under or related to this Agreement.

19. Successor Agent

The Transfer Agent is hereby authorized without any further action on the part of any Party hereto to appoint as successor transfer agent and registrar any corporation or company which may succeed to the business of the transfer agent and registrar by merger, consolidation or otherwise (such corporation or company being hereinafter called the "Successor"); the Successor to have the same authority and appointment, contained in this agreement as if Issuer had appointed it transfer agent and registrar. The Successor shall, when appointed, be the Transfer Agent of the Issuer. The Transfer Agent agrees to cooperate and provide such information and assistance as reasonably requested by the Successor to fulfill its responsibilities and obligations as a successor transfer agent and registrar to the Transfer Agent.

20. Entire Agreement

This Agreement contains the entire Agreement of the parties and no representations, inducements, promises or agreements oral or otherwise not embodied herein shall be of any force or effect. If any provisions of this Agreement are held for any reason to be unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

21. Assignment; Amendment

This Agreement may not be assigned or amended by any Party without the consent of the other Parties, other than as provided under Section 20.

22. Notices

All notices to be given by one Party to the other under the Agreement shall be in writing and shall be sufficient if made to such Party at their respective address set forth below by:

- (i) personal delivery (including delivery by any commercial delivery service);
- (ii) registered or certified mail, postage prepaid, return receipt requested; or
- (iii) facsimile or email transmission;

If notice to the Issuer:

[Name]
Attn: _____
[Street Address]
[City and State, zip code]
Fax Number: [_____]
Email Address: [_____]

If notice to the Transfer Agent:

Equity Stock Transfer, LLC
Attn: Director of Operations
237 W 37th Street, Suite 602 New York,
New York 10018
Fax Number: 347-584-3644

Email Address: nora@equitystock.com

If notice to NCS:

NetCapital Systems LLC
Attn: Jason Frishman, Manager
1 Lincoln St
Boston, MA 02111
Email Address: jason@netcapital.com

If notice to NetCapital:

NetCapital Funding Portal Inc.
1 Lincoln St, Boston, MA 02111
Email Address: paul@netcapital.com

23. Successors

This Agreement is for the benefit of the parties and shall bind and inure to the benefit of their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

Signatures on following page

EQUITY STOCK TRANSFER, LLC

DocuSigned by:
Monte Bhansali
By: Monte Bhansali
Name: Monte Bhansali
Title: CEO

[ISSUER]

By: _____
Name: _____
Title: _____

NETCAPITAL SYSTEMS LLC

DocuSigned by:
Jason Frishman
By: Jason Frishman
Name: Jason Frishman
Title: Manager

NETCAPITAL FUNDING PORTAL INC.

DocuSigned by:
Paul Riss
By: 56227CE3C9704DE
Name: Paul H. Riss
Title: CFO

LIST OF EXHIBITS

Exhibit A: Legal Documentation Checklist

Exhibit B: Information Form

Exhibit C: Administration of Unclaimed Property

Exhibit D: Deep Search Services

Exhibit E: Issuer's Final Balancing Report

Exhibit F: Administration and Fee Schedule

Exhibit G: Resolution of Appointment

Exhibit H: List of Authorized Individuals of Issuer

Exhibit I: List of Authorized Individuals of NetCapital Funding Portal Inc.

Exhibit J: List of Authorized Individuals of NetCapital Systems LLC

Exhibit K: List of Authorized Individuals of Issuer

Exhibit L: Reliance Letter

Exhibit A

LEGAL DOCUMENTATION CHECKLIST

Documents required to make Equity Stock Transfer's appointment as transfer agent effective.

The following documents are generally due (ten) 10 calendar days in advance of the Effective Date:

1. A copy of the Certificate of Incorporation of the Issuer, together with all amendments, duly certified by the Secretary of State.
2. A copy of the Bylaws of the Issuer and all amendments thereto certified by the Secretary or Assistant Secretary of the Issuer.
3. A Reliance Letter in the form of Exhibit I signed by an authorized officer of the Issuer stating that Equity Stock Transfer may rely on the information provided by the former transfer agent or recordkeeper. The Reliance Letter should set forth the particulars as to any stop transfer orders (e.g., lost certificates or adverse claims) and a summary of any court order or other document(s) that affects the transfer and/or registrar of the Shares or other transfer restrictions in effect against any outstanding certificates (or stating that there are none), or, if applicable, a statement that Equity Stock Transfer may rely upon such information provided by the former transfer agent or recordkeeper.
4. A list (in the form of Exhibit H) of names, titles and specimen signatures of:
 - Officers of the Issuer authorized to sign certificates representing securities.
 - Officers or other employees authorized to give Equity Stock Transfer instructions for original issuance and/or cancellation of shares of stock of the Issuer.
 - Person(s) authorized to give ongoing instructions (other than original issuance instructions) to, or to requisition information from, Equity Stock Transfer.
5. A final balancing report (Exhibit E) certified correct by the Secretary of the Company providing information regarding the Designated Securities for which Equity Stock Transfer is appointed.
6. Specimen stock certificates (currently in circulation or to be issued) of the class or classes of securities for which Equity Stock Transfer is appointed.
7. Information Form (Exhibit B) to this Agreement to be completed by Issuer and returned to Equity Stock Transfer.
8. If the Issuer has a rights plan and wishes to appoint Equity Stock Transfer as successor Rights Agent, a copy of the Rights Plan must be provided to Equity Stock Transfer for review prior to the effective date of appointment.
9. Other agreements and documents as may be determined to be necessary.

Exhibit B

INFORMATION FORM

1. Name of Issuer: _____
2. Principal Address: _____
3. Mailing Address (if different from Principal Address):

4. Date of Incorporation/Organization: _____
5. Jurisdiction of Organization: _____
6. Jurisdiction(s) where Issuer is qualified to do business: _____
7. Federal Tax Payer Identification No: _____
8. Class(es) of Stock: _____
9. CUSIP number(s), if applicable: _____
10. Total Authorized Shares: _____
11. Total Outstanding Shares: _____
12. Total Number of Shareholders: _____

Exhibit C

Owner Location/Re-engagement of Shareholder Accounts ("Account(s)")

1. Requested Information:

- Equity Stock Transfer will provide unclaimed property agent ("Agent") with a file of Accounts, including as determined by Equity Stock Transfer where contact has been deemed necessary. Agent will then sort accounts into active, dormant, missing, etc.

2. Account Search:

- The Agent will diligently conduct research and investigation, at Agent's sole cost, to determine the current status and address of each Account.

3. Living Accounts:

- In the event that a current address of a missing Account is secured, and upon Equity Stock Transfer's approval, Agent will contact Accounts at their new address using the letterhead of the Equity Stock Transfer with the goal of re-engaging the Account within one (1) week after receiving such Equity Stock Transfer approval.
- The general template format of such Equity Stock Transfer letterhead must be approved by Equity Stock Transfer in writing prior to the first such communication being sent to a missing Account contact.
- Agent will charge Equity Stock Transfer applicable pass-through postage costs for agreed upon mailings, which shall be billed directly to the Company.

4. Deceased Accounts:

- Agent will conduct diligent research and investigation, at Agent's sole cost, to determine who is the estate representative of any deceased Account holders.
- In the event that the estate representative of a deceased Account is located, the Agent will contact the estate representative of the account. Agent will coordinate these efforts with Equity Stock Transfer, including completing Equity Stock Transfer's required forms.
- For estate representatives of Accounts, Agent will offer the following services:
 - Liquidate Account on behalf of the estate of the Account holder.
- Agent will negotiate a reasonable fee with the estate representative of the deceased account holder to be paid directly from the Account for providing these services.

MarketSphere – Annual Reporting Services and Responsibilities

MarketSphere will be responsible for working with the Equity Stock Transfer project team and management on the following:

- Create annual reporting calendar and hold planning conference call with Equity Stock Transfer.
- Finalize escheatable items to be processed and review with Equity Stock Transfer.
- Prepare preliminary state reports and forward to Equity Stock Transfer for approval within thirty (30) days prior to state reporting deadlines.
- Supply Equity Stock Transfer with the following information:
 - Preliminary escheatment detail report
 - Final state report package
- Format the data into each state's required format.
- Prepare final reports (needed for all states) at least fifteen (15) days prior to due dates.
- MarketSphere, as Equity Stock Transfer's unclaimed property agent, will execute and submit all reports, and remit property to the states on Equity Stock Transfer's behalf.
- Prepare custodial account to remit payments to the states. Equity Stock Transfer shall send funds to MarketSphere's custodial trust account within 5 days of receipt of instructions to ensure timely remittance to the states.
- Provide Equity Stock Transfer with the securities delivery instructions.
- Create and administer a secure access website (SharePoint Site) to be used for all data and file transfer, and as a data warehouse to house copies of all unclaimed property reports filed by MarketSphere on behalf of Equity Stock Transfer.
- MarketSphere will make available on the secure access site for a period of two years from date of reporting, the data file(s), report submission package, electronic reports, and tracking/delivery confirmation. After two years, MarketSphere will remove all data records from their unclaimed property software as well as removing all deliverables from the Equity Stock Transfer portal.

Equity Stock Transfer Responsibilities for Annual Reporting

In connection with MarketSphere's provision of the Services discussed above, Equity Stock Transfer will perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified below.

1. Designate a senior management employee who will make all management decisions with respect to this engagement. To the extent that MarketSphere's deliverables include surveys, analyses, reports, evaluations, recommendations, or other management consulting services, Equity Stock Transfer shall be responsible for all implementation decisions and for any future action with respect to the matters addressed in the deliverables.
2. Designate one point of contact to coordinate and consolidate its unclaimed property data into one aggregated electronic file per reporting entity prior to submitting to MarketSphere.
3. Review Equity Stock Transfer's unclaimed property items to determine the date property must be reported.
4. Prepare and send due diligence last contact letters by first class or certified mail in compliance with applicable abandoned property statutes.
5. Field all correspondence with individual owners for the duration of the due diligence mailing cycle.
6. Forward comments related to preliminary reports to MarketSphere within fifteen (15) days of receipt. Final comments must be received by MarketSphere at least fifteen (15) days prior to state reporting deadlines.
7. If Equity Stock Transfer elects to file its own unclaimed property reports, MarketSphere will provide reports to Equity Stock Transfer no later than seven (7) business days prior to report due dates. Equity Stock Transfer is responsible for any penalties and interest if they are not submitted by due dates.
8. Field and manage all owner inquiries and responses resulting from the California Secretary of State Office's due diligence outreach.
9. Review and approve all state reports and remittances prior to filing.
10. Payment of any escheatable property, penalties or interest.
11. Retain all documentation from each reporting cycle necessary to support Equity Stock Transfer in the event of a future audit.

Project Assumptions

The Services, fees and delivery schedule for this engagement are based upon the following assumptions, representations or information supplied by Equity Stock Transfer ("Assumptions").

- Equity Stock Transfer shall provide an electronic data transmission between Equity Stock Transfer and MarketSphere.
- Equity Stock Transfer shall provide all open and unresolved unclaimed property data and requested vendor file information necessary to complete this analysis in a timely fashion. The data shall be comprehensive and correct to facilitate accurate and complete analysis.
- Respond within fifteen (15) days to MarketSphere requested information to substantiate state and local information requests to allow MarketSphere to reclaim funds on behalf of Equity Stock Transfer.
- The terms of this Agreement are specific to Equity Stock Transfer's unclaimed property annual reporting (i.e., Fall, Spring and Summer).
- If Equity Stock Transfer elects to remove certain properties from reporting population, Equity Stock Transfer accepts responsibility for any penalties and interest associated with such removals.
- If Equity Stock Transfer includes any past due liabilities in the reporting population, Equity Stock Transfer accepts responsibility for any penalties and interest associated with such liabilities.

Pricing structure tiers to include:

- Full Standard Reporting – 1 File in a consistent format each filing season, standard analysis, due diligence and responses, and state reporting (all standard output file format)
– 2k per holder base + \$2 per letter mailed plus postage
- Full Customized reporting – multiple files in various formats, system code translations, customized analysis, data cleansing, other non-standard processing – 3k per holder base
+ \$2 per letter mailed plus postage

Reporting only – report creation and submission (no due diligence or file analysis) – \$750per
report

Exhibit D

Owner Location/Re-engagement of Shareholder Accounts ("Account(s)")

5. Requested Information:

- Equity Stock Transfer will provide unclaimed property agent ("Agent") with a file of Accounts, including as determined by Equity Stock Transfer where contact has been deemed necessary. Agent will then sort accounts into active, dormant, missing, etc.

6. Account Search:

- The Agent will diligently conduct research and investigation, at Agent's sole cost, to determine the current status and address of each Account.

7. Living Accounts:

- In the event that a current address of a missing Account is secured, and upon Equity Stock Transfer's approval, Agent will contact Accounts at their new address using the letterhead of the Equity Stock Transfer with the goal of re-engaging the Account within one (1) week after receiving such Equity Stock Transfer approval.
- The general template format of such Equity Stock Transfer letterhead must be approved by Equity Stock Transfer in writing prior to the first such communication being sent to a missing Account contact.
- Agent will charge Equity Stock Transfer applicable pass-through postage costs for agreed upon mailings, which shall be billed directly to the Company.

8. Deceased Accounts:

- Agent will conduct diligent research and investigation, at Agent's sole cost, to determine who is the estate representative of any deceased Account holders.
- In the event that the estate representative of a deceased Account is located, the Agent will contact the estate representative of the account. Agent will coordinate these efforts with Equity Stock Transfer, including completing Equity Stock Transfer's required forms.
- For estate representatives of Accounts, Agent will offer the following services:
 - Liquidate Account on behalf of the estate of the Account holder.
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MarketSphere – Annual Reporting Services and Responsibilities

MarketSphere will be responsible for working with the Equity Stock Transfer project team and management on the following:

- Create annual reporting calendar and hold planning conference call with Equity Stock Transfer.
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- Prepare preliminary state reports and forward to Equity Stock Transfer for approval within thirty (30) days prior to state reporting deadlines.
- Supply Equity Stock Transfer with the following information:
 - Preliminary escheatment detail report
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- Format the data into each state's required format.
- Prepare final reports (needed for all states) at least fifteen (15) days prior to due dates.
- MarketSphere, as Equity Stock Transfer's unclaimed property agent, will execute and submit all reports, and remit property to the states on Equity Stock Transfer's behalf.
- Prepare custodial account to remit payments to the states. Equity Stock Transfer shall send funds to MarketSphere's custodial trust account within 5 days of receipt of instructions to ensure timely remittance to the states.
- Provide Equity Stock Transfer with the securities delivery instructions.
- Create and administer a secure access website (SharePoint Site) to be used for all data and file transfer, and as a data warehouse to house copies of all unclaimed property reports filed by MarketSphere on behalf of Equity Stock Transfer.
- MarketSphere will make available on the secure access site for a period of two years from date of reporting, the data file(s), report submission package, electronic reports, and tracking/delivery confirmation. After two years, MarketSphere will remove all data records from their unclaimed property software as well as removing all deliverables from the Equity Stock Transfer portal.

Equity Stock Transfer Responsibilities for Annual Reporting

In connection with MarketSphere's provision of the Services discussed above, Equity Stock Transfer will perform the tasks, furnish the personnel, provide the resources, and undertake the responsibilities specified below.

12. Designate a senior management employee who will make all management decisions with respect to this engagement. To the extent that MarketSphere's deliverables include surveys, analyses, reports, evaluations, recommendations, or other management consulting services, Equity Stock Transfer shall be responsible for all implementation decisions and for any future action with respect to the matters addressed in the deliverables.
13. Designate one point of contact to coordinate and consolidate its unclaimed property data into one aggregated electronic file per reporting entity prior to submitting to MarketSphere.
14. Review Equity Stock Transfer's unclaimed property items to determine the date property must be reported.
15. Prepare and send due diligence last contact letters by first class or certified mail in compliance with applicable abandoned property statutes.
16. Field all correspondence with individual owners for the duration of the due diligence mailing cycle.
17. Forward comments related to preliminary reports to MarketSphere within fifteen (15) days of receipt. Final comments must be received by MarketSphere at least fifteen (15) days prior to state reporting deadlines.
18. If Equity Stock Transfer elects to file its own unclaimed property reports, MarketSphere will provide reports to Equity Stock Transfer no later than seven (7) business days prior to report due dates. Equity Stock Transfer is responsible for any penalties and interest if they are not submitted by due dates.
19. Field and manage all owner inquiries and responses resulting from the California Secretary of State Office's due diligence outreach.
20. Review and approve all state reports and remittances prior to filing.
21. Payment of any escheatable property, penalties or interest.
22. Retain all documentation from each reporting cycle necessary to support Equity Stock Transfer in the event of a future audit.

Project Assumptions

The Services, fees and delivery schedule for this engagement are based upon the following assumptions, representations or information supplied by Equity Stock Transfer (“Assumptions”).

- Equity Stock Transfer shall provide an electronic data transmission between Equity Stock Transfer and MarketSphere.
- Equity Stock Transfer shall provide all open and unresolved unclaimed property data and requested vendor file information necessary to complete this analysis in a timely fashion. The data shall be comprehensive and correct to facilitate accurate and complete analysis.
- Respond within fifteen (15) days to MarketSphere requested information to substantiate state and local information requests to allow MarketSphere to reclaim funds on behalf of Equity Stock Transfer.
- The terms of this Agreement are specific to Equity Stock Transfer's unclaimed property annual reporting (i.e., Fall, Spring and Summer).
- If Equity Stock Transfer elects to remove certain properties from reporting population, Equity Stock Transfer accepts responsibility for any penalties and interest associated with such removals.
- If Equity Stock Transfer includes any past due liabilities in the reporting population, Equity Stock Transfer accepts responsibility for any penalties and interest associated with such liabilities.

Pricing structure tiers to include:

- Full Standard Reporting – 1 File in a consistent format each filing season, standard analysis, due diligence and responses, and state reporting (all standard output file format)
– 2k per holder base + \$2 per letter mailed plus postage
- Full Customized reporting – multiple files in various formats, system code translations, customized analysis, data cleansing, other non-standard processing – 3k per holder base
+ \$2 per letter mailed plus postage

Reporting only – report creation and submission (no due diligence or file analysis) – \$750per
report

Exhibit E**ISSUER'S FINAL BALANCING REPORT**

Category of Securities	Number of Shares
Class of Securities and par value per share for which Equity Stock Transfer is appointed as Transfer Agent and Registrar: Securities for which Equity Stock Transfer is NOT appointed as Transfer Agent and Registrar:	
Shares authorized by Certificate of Incorporation/Formation: (Note that the below Shares Outstanding, Shares Undesignated, and all Shares Reserved added together will equal Shares Authorized by Certificate of Incorporation/Formation)	
Shares Undesignated (not authorized for a specific purpose by the Board of Directors):	
Shares Reserved for issuance (Please specify below the purpose for each group of Shares Reserved and put the number of shares reserved in the proper column. Examples are: Option Plan, Restricted Stock Plan, Conversion of Preferred Stock, Warrants, etc.)	(This field should be left blank)
Reserve Share description:	
Reserve Share description:	
Reserve Share description:	
Treasury Shares:	

Information above certified true and correct by:

Name:

Title:

Dated: _____

Exhibit F

SERVICES AND FEE SCHEDULE

- ┘ Transfer of existing shareholder information from compatible electronic file (e.g., Excel, CSV, TXT) including names and addresses of holders of Shares and number of Shares held by each.
- ┘ Establish secure, private issuer access to shareholder data including names and addresses of holders of Shares and number of Shares held by each.

Securityholder Services

- Maintenance of securityholder accounts, including new accounts, account consolidation and, as necessary, escheatment including names and addresses of holders of Shares and number of Shares held by each.
- Address changes, including special addresses for dividend payments or seasonal changes of address.
- Prompt response to securityholder correspondence, email and phone calls.
- Storage on issuer records in compliance with SEC guidelines.

Transfers/Book-Entry Issuances:

- Processing routine and restricted transfers will be billed per transaction based on the following schedule.

The following services are provided on a \$0.25 per transaction fee basis for securities issued pursuant to an offering under 4a-6 via NetCapital or an offering pursuant to Regulation D Rule 506(c), it being understood by the parties that (a) all Shares are uncertificated and (b) information required by the Transfer Agent with respect to record and beneficial ownership of the Shares is available on the Portal:

Book-entry cancelation (per entry)	\$0.25
New issuance (includes one new entry)	\$0.25
Each additional new issuance (from same registration)	\$0.25
Transfer of book-entry position (includes one new entry)	\$0.25
Each additional transferred book-entry position (from same registration)	\$0.25

The following services are provided on a transaction fee basis (as detailed below) for securities issued pursuant to an offering other than an offering under 4a-6 via NetCapital or

an offering pursuant to Regulation D Rule 506(c), it being understood by the parties that (a) all Shares are uncertificated and (b) information required by NetCapital or the Issuer with respect to record and beneficial ownership will be available upon request:

Book-entry cancelation (per entry)	\$3.00
New issuance (includes one new entry)	\$30.00
Each additional new issuance (from same registration)	\$5.00
Transfer of book-entry position (includes one new certificate)	\$30.00
Each additional transferred book-entry position (from same registration)	\$100.00
Cost basis reporting	\$1.00 (per shareholder)

Reports

- 24/7 electronic and encrypted access to securityholder reports.
- Unlimited on-demand reports, sorted according to issuer criteria

(non-certified) Stock Audit/Control Books

- Cost basis tracking, as required.
- Maintenance of outstanding share records.
- Prompt response to audit requests

Regulatory Compliance

- Routine compliance checks of shareholder accounts against Office of Foreign Assets Control Specially Designated Nationals list, as required by law.
- Preliminary list stockholder searches as required by SEC regulations.
- Assistance to issuer with escheatment/abandoned property obligations.

Premium and Excluded Services

The Company or the Issuer will be billed separately at cost for certain out-of-pocket expenses such as postage and overnight/courier fees.

The above services do not include services in connection with stock splits, reverse stock

splits, and “deep search” and associated escheatment/lost property fees. They do not include services for DWAC set-up, issuances or transfer and does not include service for corporate actions, such as reorganizations, share exchanges, additional classes of stock or securities, conversions or redemptions of securities, exercise of warrants, tender offers or self-tenders, or public offerings including initial public offerings.

The fees for some Premium and Excluded Services are listed below and do not constitute the all of the Premium and Excluded Services that the Transfer Agent offers:

Corporate Actions (mergers, acquisitions, name changes, stock splits (reverse and forward), dividends and distributions, reorganizations, share exchanges, tender offers, self-tenders, etc.)	\$3,000
Initial Public Offerings	\$5,000
Proxy Preparation (includes printing, mailing of proxy cards, electronic voting)	\$5,000
Closing Account Fees	Negotiable

Exhibit G

RESOLUTION OF APPOINTMENT

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting Secretary of, a _____ corporation organized under the laws of the State of _____ (the "Company"); that (i) approval by the Board of Directors is not necessary for the appointment of Equity Stock Transfer, LLC as the Transfer Agent, Registrar and Disbursing Agent, or (ii) the following is a true copy of a resolution adopted by the Board of Directors of the Company at a meeting duly held on _____ at which a quorum was present and voted, or by unanimous written consent effective as of such date, that said resolution is not in full force and effect, and shall remain in full force and effect until altered by subsequent Board resolution:

RESOLVED, that EQUITY STOCK TRANSFER, LLC, its successors and assigns, is hereby appointed Transfer Agent, Registrar and Disbursing Agent (the "Transfer Agent") effective ____ (the "Effective Date of Appointment"), to act in accordance with its general practices the Transfer Agent Agreement, for the transfer and registration of securities and the disbursement of cash, including dividends. The Effective Date of Appointment may be changed by written agreement of the Company and the Transfer Agent.

WITNESS my authorized signature as Secretary of the Issuer on this __ day of __, 20__.

Name:
Title:

Exhibit H

LIST OF AUTHORIZED INDIVIDUALS OF ISSUER

Date: _____

Equity Stock Transfer, LLC
 Attn: Chief Executive Officer
 237 W 37th Street, Suite 602
 New York, NY 10018

Dear Equity Stock Transfer:

This letter is to provide you with our list of authorized persons and their level of authority with Equity Stock Transfer, LLC.

AUTHORIZED CONTACTS (Complete all sections, print out form, check authorization boxes and obtain signatures.)			
Individual's Name			
Title			
Phone Number			
Email address			
Signature	X	X	X
	Authorized for: (Print out form and check all that apply)	Authorized for: (Print out form and check all that apply)	Authorized for: (Print out form and check all that apply)
Original Issuances			
Stock Options, Restricted Issuances/Vestings	?	?	?

ESPP	?	?	?
Address Change			
Company/Stockholder information	?	?	?
Signing Stock Certificates	?	?	?

By: _____

Name: _____

Title: _____

Exhibit I

LIST OF AUTHORIZED INDIVIDUALS OF NETCAPITAL

Date: _____

Equity Stock Transfer, LLC
 Attn: Chief Executive Officer
 237 W 37th Street, Suite 602
 New York, NY 10018

Dear Equity Stock Transfer:

This letter is to provide you with our list of authorized persons and their level of authority with NetCapital Funding Portal Inc.

AUTHORIZED CONTACTS (Complete all sections, print out form, check authorization boxes and obtain signatures.)			
Individual's Name			
Title			
Phone Number			
Email address			
Signature	X	X	X
	Authorized for: (Print out form and check all that apply)	Authorized for: (Print out form and check all that apply)	Authorized for: (Print out form and check all that apply)
Original Issuances			
Stock Options, Restricted Issuances/Vestings	?	?	?
Address Change			

Company/Stockholder information	?	?	?
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By: _____

Name: _____

Title: _____

Exhibit J

LIST OF AUTHORIZED INDIVIDUALS OF NCS

Date: _____

Equity Stock Transfer, LLC
 Attn: Chief Executive Officer
 237 W 37th Street, Suite 602
 New York, NY 10018

Dear Equity Stock Transfer:

This letter is to provide you with our list of authorized persons and their level of authority with NetCapital Systems LLC

AUTHORIZED CONTACTS (Complete all sections, print out form, check authorization boxes and obtain signatures.)			
Individual's Name			
Title			
Phone Number			
Email address			
Signature	X	X	X
	Authorized for: (Print out form and check all that apply)	Authorized for: (Print out form and check all that apply)	Authorized for: (Print out form and check all that apply)
Original Issuances			
Stock Options, Restricted Issuances/Vestings	?	?	?
Address Change			

Company/Stockholder information	?	?	?
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By: _____

Name: _____

Title: _____

Exhibit K

LIST OF AUTHORIZED INDIVIDUALS OF ISSUER

Date: _____

Equity Stock Transfer, LLC
 Attn: Chief Executive Officer
 237 W 37th Street, Suite 602
 New York, NY 10018

Dear Equity Stock Transfer:

This letter is to provide you with our list of authorized persons and their level of authority with NetCapital Systems LLC

AUTHORIZED CONTACTS (Complete all sections, print out form, check authorization boxes and obtain signatures.)			
Individual's Name			
Title			
Phone Number			
Email address			
Signature	X	X	X
	Authorized for: (Print out form and check all that apply)	Authorized for: (Print out form and check all that apply)	Authorized for: (Print out form and check all that apply)
Original Issuances			
Stock Options, Restricted Issuances/Vestings	?	?	?
ESPP	?	?	?

Address Change			
Company/Stockholder information	?	?	?

By: _____

Name: _____

Title: _____

Exhibit L

RELIANCE LETTER

Date: _____

Equity Stock Transfer, LLC
Attn: Chief Executive Officer
237 W 37th St, Suite 602
New York, NY 10018

Dear Sirs:

Equity Stock Transfer, LLC (“EST”), can rely on the stockholder records of _____ provided by the Company to EST (the “Stock Ledger”). The Stock Ledger is a complete and accurate listing of all outstanding securities of the Company. Except as indicated in the Stock Ledger, there are no (i) stop transfer orders (e.g., lost certificates or adverse claims), (ii) court orders or other documents that affect the transfer and/or registrar of the Shares, and (iii) transfer restrictions in effect against any outstanding shares.

Thank you in advance for your assistance.

Sincerely,

By: _____

Name: _____

Title: _____