

Legal Notices:

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WEBSITE TERMS OF SERVICE

We provide services to you through this website (the “Site”) and through our mobile applications (collectively, the “Mobile App”) and related services (collectively, the Mobile App, such services, including any new features and applications, and the Site, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

Access and Use of the Service

Member Account, Password and Security: You are responsible for maintaining the confidentiality of your password(s) and account(s), if any, and are fully responsible for any and all activities that occur under

your password(s) or account(s). You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you successfully sign out from your account at the end of each session when accessing the Service. Any such unauthorized use of the Service or of a password assigned to you will be at your sole risk and will for all purposes be binding on you, as if such use had in fact been made by you. Requisite will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service: Requisite reserves the right in its sole discretion to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Requisite will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

General Practices Regarding Use and Storage: You acknowledge that Requisite may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data, reports, messages, or other content will be retained by the Service and the maximum storage space that will be allotted on Requisite's servers on your behalf. You agree that Requisite has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that Requisite reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that Requisite reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Portfolio and Analytics Reports: As part of the Service, we may make available portfolio and analytics reports available to you through your password-protected account. All information, reports and data obtained through the Service is for your information only and is not an offer to sell or a solicitation of an offer to buy, the securities or instruments mentioned therein. This information may have been obtained or derived sources we believe to be reliable, but we do not represent that such information is accurate, complete, or timely, nor does it serve as an official record of your accounts. The official trade confirmations and/or custodian's accounts statements are the official records of your accounts.

Conditions of Use

You agree not to use the Service to:

a) upload any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains software viruses, worms, "Trojan Horses," key loggers or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security risk to any person; (v) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, "junk mail," "spam," "chain letters," "pyramid schemes," "contests," "sweepstakes," or any other form of solicitation; (vi) is unlawful, harmful, threatening, abusive,

harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful racially, ethnically or otherwise objectionable; or (vii) in the sole judgment of Requisite, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose Requisite or its users to any harm or liability of any type;

- b) interfere with, disrupt, or initiate a security breach of the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- c) execute any form of network activity that will intercept data not intended for our servers or networks;
- d) evade or circumvent user authentication or security or any host, network or account, including cracking, brute-force, or dictionary attacks;
- e) violate any applicable local, state, national or international law, rule, regulation, ordinance, policy, procedure, court order, or other legal process of any governmental authority or agency, securities exchange or other self-regulatory organization of which you are a member or by which your activities governed or regulated ("Applicable Law");
- f) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- g) engage in outright fraud;
- h) collect or store personal information about others without their knowledge or consent;
- i) solicit, further or promote any criminal activity or enterprise or provide instructional information about prohibited or illegal activities;
- j) obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service; or
- k) act in any manner that might subject Requisite, our licensors, suppliers, vendors and/or our third-party service providers to unfavorable regulatory action, subject us to any liability for any reason, or adversely affect our public image, reputation or goodwill, as determined by us in our sole and exclusive discretion.

You agree that your use of the Service will not cause you to breach any of your obligations to or agreements with any third party.

Intellectual Property Rights

Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content or features ("Service Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Data (as defined below) that you legally upload to the Service. In connection with your use of the Service, you

will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by Requisite from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith, including without limitation the Mobile App, are the property of Requisite, our affiliates and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble, decompile, disassemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein.

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Third-Party Material: Under no circumstances will Requisite be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Requisite does not pre-screen content, but that Requisite and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, Requisite and its designees will have the right to remove any content that violates these Terms of Service or is deemed by Requisite, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Data Transmitted Through the Service: With respect to the data, content or other materials you upload through the Service or share with other users or recipients (collectively, "User Data"), you represent and warrant that you own all right, title and interest in and to such User Data, including, without limitation, all copyrights and rights of publicity contained therein.

You acknowledge and agree that Requisite may preserve content and may also disclose content if required to do so by Applicable Law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, Applicable Laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Requisite, its users and the public. You understand that the technical processing and transmission of the Service, including your content, may

involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

Third-Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. You acknowledge and agree that Requisite will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that Requisite is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release

You agree to defend, indemnify and hold harmless Requisite against any third-party claims, actions or proceedings, damages, losses, costs and expenses (including reasonable attorneys' fees) resulting from, arising out of, or in connection with, your access or use of the Service, any User Data, your breach of these Terms of Service, your violation of Applicable Law or your negligent acts or omissions and/or willful misconduct.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine to the extent permitted under Applicable Law.

Advice

Requisite is not providing any investment, tax, legal or other advice through or in its providing of the Services. You understand that any investment, tax, marketing or legal information provided in the Services is general and educational in nature, and should not be construed as advice. Laws of a specific state or laws relevant to a particular situation may affect the applicability, accuracy or completeness of this information. While Requisite may recommend certain service providers and/or professional firms, you are ultimately responsible for acting or not acting on Requisite's advice, and for determining that such services are appropriate and comprehensive and/or otherwise satisfy your needs (as the case may be), and are in compliance with all Applicable Law to which you may be subject. You are responsible for employing legal counsel and other relevant advisors and executing all contracts directly with the applicable third party.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. REQUISITE ON BEHALF OF ITSELF AND THE OTHER REQUISITE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITHOUT LIMITATION ANY WARRANTIES CONCERNING ACCESS OR USE OF THE SERVICE; TELECOMMUNICATIONS, COMPUTERS AND INTERNET USAGE; AND THE USAGE OF INFORMATION POSTED ON THE SITE, WHETHER OR NOT SUCH INFORMATION IS PASSWORD ACCESSIBLE, INCLUDING, BUT NOT LIMITED TO

THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

REQUISITE ON BEHALF OF ITSELF AND THE OTHER REQUISITE PARTIES MAKE NO WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE REQUISITE PARTIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST TIME, INCOME, REVENUE, GOODWILL, PROFITS, LOSS OF PROFITS, USE, LOSS OF USE, TRADING LOSSES, LOSS OF OTHER COST OR SAVINGS, LOSS OF DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ANY REQUISITE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH: (A) THE USE OR THE INABILITY TO USE THE SERVICE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL ANY REQUISITE PARTY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID REQUISITE IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE LIABILITY OF THE REQUISITE PARTIES SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Notice for New Jersey Users

IF YOU ARE A USER FROM NEW JERSEY, THE INDEMNITY AND RELEASE, DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY SECTIONS ARE INTENDED TO BE ONLY AS BROAD AND INCLUSIVE AS IS PERMITTED UNDER NEW JERSEY LAW. IF ANY PORTION OF SUCH SECTIONS IS HELD TO BE INVALID UNDER NEW JERSEY LAW, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THOSE SECTIONS.

Termination

You agree that Requisite, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, for any reason, including, without limitation, for lack of use or if Requisite believes that you have violated or acted

inconsistently with the letter or spirit of these Terms of Service. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. Requisite may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that Requisite may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Requisite will not be liable to you or any third party for any termination of your access to the Service.

General

These Terms of Service constitute the entire agreement between you and Requisite and govern your use of the Service, superseding any prior agreements between you and Requisite with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of New York without regard to its conflict of law provisions. You and Requisite agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in New York, New York. The failure of Requisite to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign this Terms of Service without the prior written consent of Requisite, but Requisite may assign or transfer this Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service. You agree that you are not an employee or legal representative of Requisite and that these Terms of Service do not create any partnership, joint venture, employment or agency relationship between you and Requisite. You will not have the authority to bind Requisite to any obligation or commitment.

Notice for California Users

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact us at Requisite Capital Management LLC, Suite 300, 8117 Preston Road, Dallas, TX.

