

Transfer Agent Agreement

This Transfer Agent Agreement (this "Agreement") is made and entered into as of the date of electronic consent ("Effective Date") by the parties on the Portal (as defined below), by and among Netcapital Systems LLC, a Delaware limited liability company ("Agent"), Netcapital Funding Portal Inc., a Delaware corporation ("Netcapital") and the undersigned issuer ("Issuer").

WHEREAS, Issuer desires to appoint the Agent as transfer agent and the Agent desires to serve as transfer agent and registrar for the 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 of Issuer (the "Shares") offered or transferred on NetCapital's funding portal ("Portal");

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 Agent

Issuer appoints the Agent to act as sole transfer agent and registrar of all purchases and sales of beneficial interests in the Shares on the Portal in accordance with this Agreement and applicable law. Agent accepts such appointment, upon the terms and conditions set forth in this Agreement. Agent shall act solely as agent for Netcapital and Issuer pursuant to this Agreement and owes no duties under this Agreement to any other person, other than as provided under applicable law.

2. Items to be furnished to Agent

Netcapital shall provide the following information to Agent:

- A copy of Issuer's certificate of incorporation (or formation);
- A copy of Issuer's by-laws (or operating or partnership agreement);
- A copy of the resolutions of the Board of Directors (or Managers or equivalent governing body) of Issuer authorizing the appointment of the Agent as transfer agent and registrar;
- A copy of the digital execution of this Agreement by all parties; and
- A list of certain officers and directors of Netcapital, bearing their respective facsimile signatures, who are authorized to sign and furnish instructions and other information as required by the Agent ("Authorized

Officers List”).

2. Portal Access

Agent shall have access to the Portal to view any equity transactions and authorizations regarding the Shares.

3. Maintenance and Safekeeping of Records; Compliance with Laws

Agent shall maintain books and any other records required in the performance of its agency based on commercially reasonable and industry accepted standards. Upon request, Agent shall promptly deliver to Netcapital or Issuer a copy of any records relating to the Shares. 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.

4. Validity of Signatures

Agent may act upon any signature or facsimile thereof that matches the 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 Netcapital, written notice thereof shall immediately be provided to Agent by way of filing on the Portal, and until receipt of such notice, the 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.

5. Amendment of Governing Instruments

Issuer agrees to promptly file on the Portal, for use by the Agent, 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.

6. Instructions and Advice of Counsel

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

7. Limitations and Liabilities

Issuer shall indemnify and hold harmless the 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 Agent and its employees are not negligent and have acted in good faith.

8. 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 Netcapital or Agent provide not less than ninety days written notice to the other parties of its intent to terminate this Agreement. Netcapital or 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 Agent that can be clearly demonstrated as inferior to commonly accepted industry standards.” 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 Issuer or Netcapital that can be clearly demonstrated as inferior to commonly accepted industry standards.”

9. Termination Fees

In the event this Agreement is terminated, Issuer is not responsible for any termination fees.

10. Original Issue of Shares

The Agent shall record all original issuances of beneficial interests in the Shares by the Company on the Portal.

11. Transfer of Shares

The Agent, as transfer agent, shall record the transfer of beneficial interests in the Shares from time to time upon the delivery of such documentation as the Agent deems necessary to evidence the authority of the transferor to make such transfer, and bearing evidence of payment of transfer taxes, if any.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to its conflicts of laws principles. The parties agree that the United States District Court for the District of New Jersey

or the Superior Court of New Jersey, Bergen County, 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 Jersey for the purpose of resolving any issue arising under or related to this Agreement.

13. Confidentiality and Notices

Agent shall maintain the confidentiality of all information and material regarding the Shares and holders of the Shares, other than as agreed to by Netcapital or Issuer in writing, or if required by court order or other legal process. This Section 13 shall survive termination of this Agreement.

14. Successor Agent

The Agent is hereby authorized without any further action on the part of Issuer or Netcapital 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 Agent of Issuer and not an agent of Worldwide Stock Transfer, LLC. 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 Agent.

15. 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.

16. 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 14.

17. 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.

WITNESS WHEREOF, the parties have executed and delivered this Agreement.

Last updated May 18, 2021