

Investor Questionnaire

I, _____, the undersigned, understand that prior to any investment, the Venture Capital 500 (“VC 500”) portal is required to obtain from me, a potential investor, the following acknowledgements, representations, and understandings:

1. I acknowledge that I am over the age of 18 years and have the authority to make an investment on my own behalf or on behalf of a corporation or other entity.
2. I have all requisite authority to open an account and use the services contemplated by the VC 500 User Agreement and Privacy Policy.
3. I understand that under Securities and Exchange Commission (“SEC”) regulations, all communications between the VC 500 platform and Investors must be conducted through electronic means. Electronic communications include, but are not limited to, email, social media messages, instant messages or other electronic media formats. **I understand, acknowledge and expressly consent to the electronic communications requirement.**
4. I have reviewed the VC 500 educational materials, the User Agreement, Privacy Policy, and Investor Guidelines and understand that the entire amount of my investment may be lost; and I represent that I am in a financial condition to bear the loss of my entire investment.
5. I understand that there are inherent risks associated with investing in small businesses and private startups, including but not limited to the following:
 - A. With the sale of additional shares of common stock, existing shareholders may be subject to dilution of their ownership interest.
 - B. The securities sold under the Portal and platform are not publicly traded and are intended for investors who do not have a need for liquid investments.
 - C. There can be no assurance that the valuation of the securities is accurate or in agreement with market or industry valuations.

D. I may receive restricted stock that is subject to a holding period of one year. Even after the holding period there may be no active trading market available.

E. Small companies and private startups have not yet been tested in the public marketplace.

F. It may be difficult for me to resell securities acquired in reliance on the Title III exemption; and

G. Investing in the securities offered on a Title III platform requires high-risk tolerance, low liquidity concerns, and long term commitments. I am able to afford to lose my entire investment.

6. I acknowledge that there is a limitation on the amount I can invest in a continuous twelve-month period. The limitation is based on my annual income and net worth. I have read and understand the instructions, and examples for calculating the limitation. I am limited to investing the following amounts:

A. The greater of \$2,200 or 5 percent of the lesser of the my annual income or net worth if either my annual income or net worth is less than \$107,000; or

B. Ten (10) percent or the lesser of my annual income or net worth, not to exceed an investment amount of \$107,000, if both my annual income and net worth are equal to or more than \$107,000.

7. I acknowledge and understand that following completion of an offering conducted through the VC 500 portal, there may or may not be any ongoing relationship between the Issuer company and the Portal; and under certain circumstances the issuing company may cease to publish annual reports.

8. I acknowledge that I can, under certain circumstances, cancel my investment and get my money back up to 48 hours before the closing date of the offering. After the 48-hour deadline is reached, the sale of the securities will be completed. The issuing company will receive my money and I will receive the purchased securities.

9. I acknowledge that I must consider whether investing in a security offered and sold in reliance on the Title III exemption is appropriate for me.

10. I have read, understand, and agree to the terms of the following dispute resolution process. The dispute resolution process is part of the User Agreement and is also located on this Investor Questionnaire. Each time I elect to make an investment through the Portal I will be required to sign and re-submit the Investor Questionnaire electronically through the Portal.

The dispute resolution process includes the following:

Any dispute, claim or controversy arising out of the use of the Portal between the Investor and Venture Capital 500, LLC, its members or affiliates (“the Dispute”), the Investor agrees to attempt in good faith to amicably resolve the Dispute at least thirty (30) days before instituting any legal proceeding. Each party agrees to submit any Dispute for resolution by final binding arbitration after serving written notice, which notice shall set forth in detail the controversy, question, claim or alleged breach along with the attempt to resolve such Dispute. Upon such notice and attempt to resolve, the party may then commence an arbitration proceeding pursuant to the rules of the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules. Any such arbitration may only be commenced within one year after the party requesting arbitration obtains knowledge of the cause of action forming the basis of the controversy or claim accrued.

All disputes shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of law, and without application of any international conventions. All hearings and proceedings shall be conducted in Duval County, Jacksonville, Florida.

I may not transfer or assign any rights or obligations that I have under the User Agreement without VC 500’s prior written consent. VC 500 reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time. I am responsible for all claims, fees, fines, penalties and other liability incurred by VC 500 or any third party caused by or arising out of my breach of the User Agreement or use of the Services. I agree to reimburse VC 500 or any third party for all such liabilities.

In any arbitration and subject to the ultimate discretion of the presiding arbitrator, each side will be limited to a maximum of one (1) day of argument (including rebuttal), and the parties agree in good faith to minimize discovery burdens (e.g. confine the scope to actual areas in dispute and limit the topics and

number of pages on which information is requested to matters directly relevant). The decision(s) of the arbitrator shall be final and binding and may not be appealed to any court of competent jurisdiction, or otherwise, except upon a claim of fraud or corruption as provided by law. However, the implementation of such decision(s), shall in no way be delayed or otherwise impaired pending the outcome of any such appeal. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction. I agree that all Disputes will be limited between me, individually, and Venture Capital 500, LLC. To the full extent allowable by law, I agree that no arbitration proceeding or other dispute resolution proceeding shall be joined with any other party or decided on a class-action basis.

"This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

(A) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

(B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

(C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

(D) The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.

(E) The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.

(F) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court."

11. I hereby represent that I have read and understand the representations, acknowledgments, conditions and consents explained above and included in the provided User Agreement, Privacy Policy, and Crowdfunding Investor Guidelines. I agree and acknowledge that I understand all the stated risks associated with investing in small businesses and private startups.

12. I hereby represent that my current income or net worth qualifies me to make investments under category A _____ or B _____ as set out in Item 6 above. **(Please indicate by marking an X on the appropriate line)**

13. I hereby represent that I have made a total of \$ _____ crowdfunding investments within the last 12 months. **(Please insert the total in the blank space above)**

You may complete this questionnaire by following these simple steps:

- 1) To print and manually sign:
 - a. Print from this screen (press Ctrl+P)
 - b. Write the date and sign your name
 - c. Scan and send it as an email attachment to: confirmation@venturecapital500.com

- 2) Or to electronically sign:
 - a. Download and open with your PDF reader (if you need one you can click here <https://get.adobe.com/reader/>)
 - b. In the fields below, type the date and type your name
 - c. Save the signed version and send it as an email attachment to: confirmation@venturecapital500.com

Date: _____ Signature: _____