

## LDX SITE USER AGREEMENT

Welcome to Lampert Debt Xchange (the “LDX”). Before you will have access to LDX, you must read and accept all terms and conditions contained in, and linked to, this LDX Site User Agreement (the “Agreement”).

### 1. Acceptance of Terms of Use and Modifications

By accessing all or any part of this Site and the use of any of the services provided on this Site, you agree to be bound by all the terms and conditions of the this Agreement set forth below, including all of the agreements incorporated herein by reference. **IF YOU DO NOT ACCEPT AND AGREE TO ALL OF THE PROVISIONS OF THIS AGREEMENT, OR IF YOU ARE NOT ELIGIBLE, YOU ARE NOT AUTHORIZED TO ACCESS THE SITE OR USE THE SERVICES.** Please read these terms and conditions carefully.

As used in the Agreement, the terms “you” and “your” mean each individual or entity that accesses, browses or uses the Site and/or the services in any manner. If you are accessing the Site and/or using the services on behalf of an entity, you represent and warrant to LDX that you have the authority to bind the entity you represent to the Agreement.

LDX may modify the terms of this Agreement at any time or from time to time. If the Agreement is updated, users will be prompted and required to accept the amended terms of the Agreement prior to further access to LDX.

### 2. Privacy Policy

Use of the Site and the services is subject to the LDX Privacy Policy (the “Privacy Policy”). The terms of the Privacy Policy are incorporated into this Agreement by reference. (To view the [LDX Privacy Policy](#), click here).

### 3. Use of LDX

Prior to access to the Site being granted, you must comply with any eligibility criteria required by LDX.

### 4. Access to the Site and Services

Subject to your compliance with this Agreement, LDX hereby grants to you a limited, non-transferable, non-exclusive right to access and use its proprietary, commercially available, hosted software product and related documentation via a Web-browser for use during the term of the Agreement. LDX hosts and retains control over the software and only makes it available for access and use by you over the Internet through a Web-browser. Nothing in this Agreement obligates LDX to deliver or make available any copies of computer programs or code from the software to you, whether in object code or source code form. You may not rent, lease, distribute, or resell the software, or use the software as the basis for developing a competitive solution (or contract with a third party to do so), or remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the software.

In order to access or use certain services you must become a “Registered User” by creating an account (an “Account”) and choosing a password that you will use to access your Account. By registering, you represent and warrant to LDX that all registration and other information you submit to or through the Site is truthful, accurate, current and complete, and you agree to immediately provide corrected information if any of the submitted information shall no longer be truthful, accurate, current and complete. You further represent and warrant that your use of the Site and the services does not violate any applicable laws, rules or regulations. Without limiting any of LDX’s other available legal remedies, if you provide any registration or other information that is untrue, inaccurate, or incomplete, or LDX has reasonable grounds to suspect that such is the case, LDX may immediately, and without notice to you, suspend or terminate your Account and refuse any and all use by you of the Site and the services. If an entity has more than one user, each individual must become a Registered User and create his or her own Account.

You are solely responsible for safeguarding the confidentiality of your password and for any and all use of your Account and password, whether or not authorized by you. Although LDX will not be liable for any of your losses

that are caused by any unauthorized use of your Account, you may be liable for the losses of LDX or others due to such unauthorized use. If you suspect any unauthorized use of your Account or unauthorized access to your password, please contact LDX immediately at (646) 833-4853. You do not have the right to transfer your Account to any individual or entity and LDX reserves the right to remove or reclaim your Account if LDX determines, in its sole discretion, that such action is appropriate under the circumstances. You agree that you will not create an Account for any individual other than yourself (or, if applicable, the entity you represent). As a Registered User, you agree that LDX may electronically provide you (via email or postings or links on the Site) with invoices, documents, notices and other communications regarding the Site, the services and/or your use thereof on the terms provided in the Electronic Consent and Electronic Delivery of Documents Addendum (“Electronic Consent Addendum”) incorporated herein. (To view the [Electronic Consent Addendum](#), click here). You agree that LDX may send the foregoing communications to you via your Account or any email address(es) which you provide to LDX as part of your Account registration or otherwise.

#### **5. Transmission of Information**

LDX shall have no duty to verify whether any information submitted to the Site any user or any by any person using a user’s password was authorized.

#### **6. Security Procedures**

It is your responsibility to comply with any security measures and procedures for authentication requested by LDX from time to time and to ensure that only you have access to your Account. You will ensure that your access to the Site is not used for any improper purpose. It is your responsibility to maintain commercially available virus checking software to protect yourself and the Site from viruses.

#### **7. User Obligations/Restrictions**

You will (i) comply with all reasonable instructions provided by LDX from time to time in relation to your access to and use of the Site; (ii) notify LDX immediately of any defect in the Site or any unauthorized access or change to the Site which you become aware; and (iii) be responsible for any transaction listed and/or closed on the Site.

#### **8. Use of Site and Services**

You agree that you will use the Site and services solely in a manner consistent with this Agreement. You assume all risk when using the Site and the services, and you acknowledge that LDX cannot guarantee and does not promise any specific results from your use of the Site and the services.

While some of the services relate to legal, tax, investment or accounting matters, neither we nor any of the professionals providing such content are providing professional advice to you, and you acknowledge that there is no professional relationship (including without limitation any attorney-client relationship) between you and any of the same and that you will engage your own legal, tax and other advisors with respect to your use of the Site, the listing of any transactions or the closing of any transactions listed on the Site.

The information and services provided on the Site are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or where LDX is not authorized to provide such information or services. Some products and services described in the Site may not be available in all jurisdictions or to all users.

You represent and warrant to LDX that: you own all rights in and to the content posted by you on, through or in connection with the Site or the services (“User Content”), or otherwise have all the rights, power and authority legally required to grant LDX the rights in your User Content pursuant to this Agreement; and the posting of your User Content on or through the Site does not violate this Agreement or violate the privacy rights, publicity rights, intellectual property rights (including, without limitation, copyrights and trademarks), contract rights or any other rights of any person or entity, whether or not such person or entity is depicted or appears/performs in your User

Content. You agree that you are solely responsible for the User Content that you post on or through the Site and any material or information that you transmit to other users of the Site or the services.

You agree that LDX has the right to perform all technical functions necessary to offer the services, including, but not limited to, processing and transmitting email communications to and from you, and transcoding and/or reformatting your User Content. You do not have the right to use, copy or distribute any of the content posted on the Site, except as expressly authorized by this Agreement. Any violation by you of the forgoing prohibitions may result in the termination of your Account and your right to use the Site and the services.

You hereby agree and acknowledge that you will not:

- violate any laws, third party rights, or policies noted herein or applicable to any transactions;
- use the Site if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from the Site;
- use the Site or information on the Site with the intention of avoiding payment of fees to the LDX;
- fail to deliver payment for services provided by LDX;
- fail to deliver securities sold by you, unless the purchaser fails to make payment in accordance with the terms of the agreed upon transaction or there is a failure of a condition contained in the definitive documents relating to the transaction;
- manipulate the price of any item or interfere with other users' listings;
- circumvent or manipulate prices noted, the billing process, or fees owed to LDX;
- open more than one account for or as an individual;
- trade with one's self, whether an individual or entity;
- post false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- contact any user outside of LDX for the purpose of completing a transaction that was listed on the Site in order to avoid the payment of the LDX transaction fee;
- take any action that may undermine the business of LDX (such as displaying, importing or exporting information from the Site or for using such information for purposes unrelated to LDX);
- transfer your LDX Account and User ID to another party without the consent of LDX;
- engage in conduct that involves the posting, uploading or transmission of unsolicited or unauthorized advertising or promotional materials, "junk mail," "chain letters," unsolicited mass mailing, "spimming," or "spamming";
- distribute viruses or any other technologies that may harm LDX, or the interests or property of LDX users;
- harvest or otherwise collect information about users, including email addresses, without their consent;
- access or attempt to access the Site or the services using automated means (such as harvesting bots, robots, spiders, or scrapers) or gain, or attempt to gain, unauthorized access to any servers, computer systems or databases utilized in connection with the Site or the services;
- sell, lease, license, transfer, provide or otherwise make available to any third party any form of access to or use of (i) the Site or (ii) to any of the information noted in the Site
- copy, modify, or distribute content, connect algorithms including bids, offers, trades and any other pricing information from the Site; or
- alter, enhance, make derivative works of, download to computer, decompile, disassemble or reverse engineer all or any part of the Site or information on the Site except solely to the extent (i) expressly required by applicable law or permitted by this Agreement.

LDX reserves the right, but is under no obligation or duty, to at any time, and without notice, monitor activity on the Site to determine compliance with this Agreement or to comply with any law, regulation or authorized government request. You hereby specifically agree to such monitoring. In the event that LDX does monitor the Site or the services, LDX makes no representation or warranty that LDX will take any action whatsoever in connection with any of the monitored activities and LDX assumes no liability with respect thereto.

You acknowledge that there are risks of dealing with other users acting under false pretenses, and you assume the risks of liability or harm of any kind in connection with transactions of any kind relating to property and/or services that are the subject of transactions using the Site. Such risks shall include, but are not limited to, misrepresentation of information about a user, breach of warranty, breach of contract, and violation of third-party rights and

consequent claims. You agree that LDX shall not be liable or responsible for any damages, liabilities, losses or costs, of any kind that may arise as a result of or in connection with any transactions with others using the Site.

#### **9. Control of Site**

LDX shall have sole discretion and control over, and the right to modify at any time, the Site's functionality, configuration, appearance, content and services made available via the Site. Users will be notified by LDX regarding modifications made as soon as practicable.

LDX shall have the right with or without notice (but giving as much notice as reasonably practicable) to suspend or limit a user's access to the Site or any part of the Site, including, without limitation, in the event that (i) a user is not eligible for such access the Site; (ii) a user breaches any of its obligations under this Agreement or any other agreement between the user and LDX or its affiliates; (iii) LDX, in its reasonable opinion, considers such action to be necessary to protect and preserve the security or integrity of the Site, LDX's rights in the Site or other users of the Site or (iv) LDX suspects market or Site abuse or misuse.

LDX shall have the right to suspend the listing of any security on reasonable grounds including, without limitation (i) party or technological errors; (ii) breach of this Agreement or a Listing Agreement or (iii) Site abuse or misuse.

#### **10. Fees to LDX**

There currently is no fee to access LDX's listings. Fees are assessed for completed transactions in accordance with the fee schedule posted and due and payable in accordance with the terms of a Listing Agreement. It is assumed that all users have reviewed the Fee Schedule. (to view a copy of the [Fee Schedule](#), click here). Unless otherwise stated, all fees are quoted in U.S. Dollars.

LDX reserves the right to pass along any charges to its users including, but not limited to, license fees (including LSTA fees required for non-members if the LSTA forms are used), bank charges, wire fees, transfer fees, credit card or any credit fees, license fees.

LDX reserves the right to charge fees for use of the Site or specific services, and may change the fees that it charges at any time or from time to time.

You agree that you will not take, or cause any user to take any action, designed to avoid the payment of any fees to LDX and to the terms of the Non-Circumvention Agreement, which is incorporated herein. (To view the [Non-Circumvention Agreement](#), click here).

#### **11. Fees to Seller Counter-Party**

In connection with the closing of any transactions for listed securities on the Site, it is the responsibility of the purchaser to pay the negotiated and accepted contract price together with applicable taxes associated with the transaction to the seller in a timely manner with a valid payment method. LDX will not collect or escrow any purchase price or related counter-party fees and costs in connection with any transaction.

#### **12. To Purchaser Counter-party.**

The seller is responsible for making delivery to the purchaser counter-party of the securities purchased by the purchaser in connection with any transaction for securities listed on the Site.

#### **13. Intellectual Property**

All Intellectual Property Rights (as defined below) in and relating to (i) the Site and (ii) any data (including without limitation bids, offers, prices, volumes of transactions, transaction details" but excluding User Information as defined below), analytics, research or other information contained in, displayed on, generated by or derived from the Site (the Site information) are owned by, or licensed to, LDX and the user agrees such Intellectual Property Rights

shall remain vested exclusively in LDX and/or its licensors (other than User) and/or their respective successors both during and after the term of this Agreement.

For the purposes of this Agreement, Intellectual Property Rights shall mean all right, title and interest in and to (i) trademarks, service marks, brand names and other indications of origin and the goodwill associated with the foregoing; (ii) inventions, patents, trade secrets, know-how, processes and systems; (iii) copyright and database rights; and (iv) any other intellectual property or similar proprietary rights in any jurisdiction, in each case whether registered or not.

Materials copyrighted, trademarked, or in any way owned by LDX or a third party licensor are presented here for personal use or for reference only. Documents, content or images contained in this Site MAY NOT be copied, reproduced, distributed or resold in any form without prior written permission from LDX.

You acknowledge that the Intellectual Property Rights in the Site and the Site information are a valuable asset of LDX and/or its licensors (other than user) and/or their respective successors and you shall protect and safeguard the Intellectual Property Rights in and to the Site and the Site, exercising no less than a commercially reasonable degree of care.

You shall promptly notify LDX upon becoming aware of any infringement or misappropriation of any Intellectual Property Rights of LDX or its licensors. You shall comply with all reasonable requests made by LDX (at LDX's reasonable expense) to protect and enforce the Intellectual Property Rights of LDX or its licensors in the Site and the Site information.

#### **14. License of User Information**

You acknowledge and agree that LDX is granted, a nonexclusive, perpetual, transferable, worldwide and royalty-free license (without warranties of any kind, express or implied), to use, distribute, sub-license, disclose and sell, for the benefit of LDX, any data submitted to the Site by you and all price and other information regarding your transactions may be disclosed in an aggregated format all in accordance with the Privacy Policy. Furthermore, you agree that LDX may disclose to any person the list of the users of the Site (including you) from time to time.

#### **15. DISCLAIMER OF WARRANTIES**

You acknowledge, understand and accept that neither LDX nor its directors, officers, affiliates, shareholders, members employees or agents has made any warranty whatsoever to you as to the Site information, express or implied, and that the transactions are being made available to you solely on an as is basis at your sole risk. LDX does not guarantee counter-party performance. LDX expressly disclaims any implied warranties of merchantability or fitness for a particular purpose. LDX does not endorse any of the securities traded or with respect to the correctness, accuracy, completeness, reliability, performance, timeliness, delays, omissions, AND INTERRUPTIONS therein or continued availability of the Site, any price displayed via the Site or any transaction offered via the Site. Without limiting the foregoing, the bid and offer prices to be displayed on the Site are posted by third parties unaffiliated with LDX and, to the extent permitted by applicable law, LDX has no responsibility or liability for the prices or their publication, including but not limited to their correctness, accuracy, completeness, reliability, performance, timeliness or continued availability. LDX shall not have any duty or obligation to verify, update or correct any such price, transaction or Site information displayed. You acknowledge and agree that LDX is not an advisor or fiduciary to you. Without limiting the foregoing, you acknowledge, agree and accept that LDX shall have no liability or responsibility whatsoever for any matters related to the prices displayed via the Site or the transactions, including but not limited to the execution of transactions in connection with the use of the Site, all of which shall be your sole responsibility. LDX DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, THAT THE SITE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT THE SITE WILL BE AVAILABLE DURING ANY SPECIFIED BUSINESS HOURS (WHETHER ADVERTISED OR NOT), OR THAT IT WILL OPERATE IN CONJUNCTION WITH OTHER SOFTWARE.

IN NO EVENT SHALL LDX, ITS AFFILIATES, LICENSORS, SPONSORS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER

(INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES) RESULTING FROM (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT DISPLAYED ON THE SITE OR THROUGH THE SITE OR THE SERVICES, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND/OR USE OF (OR YOUR INABILITY TO ACCESS AND USE) THE SITE OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE CAUSED TO YOUR COMPUTER OR SOFTWARE OR INFORMATION STORED THEREON, (III) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY OBTAINED ON OR THROUGH THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES (IV) ANY UNAUTHORIZED ACCESS TO OR USE OF THE SITE AND/OR ANY AND ALL PERSONAL AND/OR OTHER INFORMATION STORED THEREIN, (V) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OR THROUGH THE SITE OR ANY OF THE SERVICES, (VI) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE OR THE SERVICES BY ANY THIRD PARTY, (VII) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, (VIII) EMAILS OR OTHER TRANSMISSIONS OR COMMUNICATIONS MADE TO YOU THROUGH THE SITE OR THE SERVICES AND/OR (IX) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT OR SERVICES POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE OR THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LDX IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. ANY LIMITATION OF LIABILITY IN THIS AGREEMENT OR ANY OTHER USER AGREEMENT SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION, BUT NO LIMITATION OF LIABILITY IN ANY USER AGREEMENT IS INTENDED TO LIMIT THE RIGHTS OF ANY PERSON UNDER FEDERAL AND STATE SECURITIES LAW.

#### **16. Indemnity**

You agree to indemnify and defend LDX, its subsidiaries, affiliates, licensors and assignees and their respective officers, directors, managers, stockholders, members, agents, partners and employees (the "LDX Indemnitees"), from and against any and all claims, actions, suits, demands or other proceedings brought by or on behalf of any third party, and to indemnify and hold the LDX Indemnitees harmless against any losses, liabilities and other damages (including, but not limited to, reasonable attorneys' fees), in any case arising out of or related to (i) your access to and/or use of the Site and the services, including, without limitation, your use of the Site and the services in connection with any transaction in securities; (ii) a violation or breach by you, or any user of your account, of any provision of this Agreement, including, without limitation, a breach of any of the representations, warranties or agreements set forth in this Agreement or any application to become a user; and/or (iii) any content that you post on or through the Site or the services. This defense and indemnification obligation will survive following the termination of your use of the Site and the services.

#### **17. Resolution of Disputes**

If a dispute arises between you and LDX or you and your counter-party, our goal is to provide you with a neutral and cost effective means of resolving the dispute efficiently and expeditiously. Accordingly, you and LDX and/or you and your counter-party agree that all claims and controversies will be resolved through an established alternative dispute resolution ("ADR") provider in an Arbitration forum. Your choice of ADR providers are the American Arbitration Association (AAA), National Arbitration Forum (NAF) or JAMS. Before resorting to Arbitration we strongly encourage you to first contact LDX.

The ADR provider and parties must comply with the following rules: (i) the Arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the complaining part, (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, (iii) any judgment on the award rendered by the arbitrator shall be final

and binding and (iv) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

#### **18. Law and Forum for Disputes**

All claims you bring against LDX and/or a counter party to a transaction you were involved with (your counter-party), must be resolved in accordance with the Resolution of Disputes Section noted above. All claims filed or brought contrary to the Resolution of Disputes Section shall be considered improperly filed. Should you file a claim contrary to the Resolution of Disputes Section, LDX and/or your counter-party may recover attorneys' fees and costs, provided that you have been notified and given the opportunity to withdraw the improperly filed claim. This Agreement shall be governed in accordance with the laws of the State of New York.

#### **19. Notices**

All notices or other communications to LDX that are required or permitted hereunder shall be in writing and shall be deemed given or delivered (i) when delivered personally to LDX, (ii) one business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) when delivered by electronic transmission with confirmation of delivery, or (iv) four business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to LDX at 444 Madison Avenue, New York, NY 10022, azaderiko@lampertdebtadvisors.com and randy.lampert@lampertdebtadvisors.com.

#### **20. No Agency**

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by this Agreement.

#### **21. Release**

If you have a dispute with one or more users, you release LDX (and its officers, directors, managers, agents, subsidiaries, shareholders, members, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

#### **22. Changes to Agreement**

LDX may amend this Agreement at any time by posting the amended terms on its Site. All amended terms shall automatically be effective when LDX posts them on the Site. The user will be prompted to agree to new terms upon login to the site. LDX may suspend all orders if it changes the user agreement, privacy policy or site disclaimer.

#### **23. Termination of Agreement**

Without limitation of remedy, and where LDX deems, in its sole discretion necessary and appropriate, LDX may take any technical and legal steps necessary to limit, suspend, or terminate service to User accounts, prohibit access to its Site and, remove hosted content.

LDX shall have the right with or without notice (to terminate this Agreement in the event LDX, in its reasonable opinion, considers such action (i) to be necessary to protect and preserve the security or integrity of the Site, LDX's rights in the Site or other users of the Site, (ii) a breach of this Agreement, the Listing Agreement, any, and any other agreements between LDX and the user or between a purchaser and seller to a transaction, or (iii) LDX suspects market or Site abuse or misuse.

The user shall have the right to terminate this Agreement but only after written Notice is received by LDX.

Immediately on any termination of this Agreement, LDX and the user shall as soon as practicable remove from the Site any outstanding User Content submitted by the user, provided that the user shall be bound by any transaction resulting from any order entered into the Site whether such transaction is made before or after termination of this Agreement.

Any termination of this Agreement whether in whole or in part shall not affect the accrued rights or liabilities of either party under this Agreement or the user's rights and obligations under any transaction or LDX's rights to any fees related to a transaction between such terminated user and another user of the Site that is closed within 12 months of such termination.

The following Sections survive any termination of this Agreement: Fees and Services (with respect to fees owed for our services, and the Non-Circumvention Agreement), Disclaimer, Release, Indemnity, and Resolution of Disputes.

## **26. Miscellaneous**

This Agreement, the Privacy Policy, the Electronic Consent Addendum, Non-Circumvention Agreement, the Listing Agreement, if applicable and other documents incorporated herein sets forth the entire understanding and agreement between you and LDX with respect to the subject matter hereof.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other terms of this Agreement which will remain in full force and effect.

You acknowledge that any breach by you of your obligations herein may cause LDX irreparable harm and damage and therefore agrees that, in addition to any other rights or remedies that may be available to LDX at law or in equity, LDX shall be entitled to appropriate injunctive relief, without the posting of any bond or security.

LDX's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. LDX does not guarantee that it will take action against all breaches of this Agreement.

You shall not assign or transfer or purport to assign or transfer this Agreement or any part of it or the benefit or burden thereof without the prior written consent of LDX. Any assignment in contravention of this provision shall be void. In its sole discretion, LDX may assign this Agreement.

Headings are for reference purposes only and do not limit the scope or extent of such section.

## **28. Responsibilities as a Purchaser.**

You are solely responsible for determining the suitability of your investment decisions. LDX is not responsible for the investment decisions made by you or on your behalf or responsible for negotiating any terms of any transactions. LDX is not responsible for the gains or losses you incur. The employees, agents and representatives of LDX are not authorized to give you investment advice, negotiate for or on your behalf and any instructions you receive from LDX with respect to any transactions will be limited to technical or administrative guidance.

## **27. Contacting LDX.**

You may contact LDX at 444 Madison Avenue, New York, New York 10022. Please report any misuse of the Site or the services or any violation of this Agreement by sending an email to LDX at [randy.lampert@lampertdebtadvisors.com](mailto:randy.lampert@lampertdebtadvisors.com)