D1C TERMS OF SERVICE

Last update: September 10, 2026

We look forward to working with you at this time! These Terms of Service ("**Agreement**") are provided to you to detail the terms and conditions associated with our services to you, along with the responsibilities that you have or that remain with you. By requesting our services, providing Records to D1C (whether via upload, email, fax, or other delivery method), or paying an invoice, you are accepting these terms and conditions with Division One Compliance, LLC (**D1C**), a Utah limited liability company, and you agree to be bound by the terms and conditions herein. You are referred to in this Agreement as "**Client**," and D1C and Client may be referred to herein as the "**Parties**" or individually as a "**Party**" as the case may be.

AGREEMENT

1. Services.

1.1. Provision of Services. Client has requested, or may from time to time request, that D1C perform or provide one or more services or deliverables as set forth in an onboarding questionnaire, a subsequent request to D1C, or on an invoice sent from D1C (the "**Services**"). The Services are designed to assist Client in Client's efforts to satisfy certain applicable requirements of the Bank Secrecy Act (31 U.S.C. 5311, et seq.) ("**BSA**"), and the implementing regulations promulgated thereunder. Services may include: (a) written policies, procedures, and internal controls ("**AML/CFT Policy Manual**"); (b) a written assessment of money laundering/terrorist financing risk ("**ML/TF Risk Assessment**"); and/or (c) access to an online AML/CFT training module ("**AML/CFT Training**"). Descriptions of these Services are found below. The AML/CFT Policy Manual, the ML/TF Risk Assessment, the AML/CFT Training, and any other written documents (collectively and individually, "**Documents**") provided to Client under this Agreement are proprietary to D1C, and D1C retains all ownership rights, including copyrights, in Documents. D1C grants to Client a non-exclusive, non-assignable license to use Documents solely in connection with Client's existing business and for no other purpose, and Client expressly agrees that Client may not resell, copy, or transfer the Documents to any other party, except that Client may copy and provide copies of the Documents to relevant regulatory authorities, independent auditors, and financial institution partners solely as necessary to satisfy legal compliance, regulatory examinations, or standard due diligence requirements. Client acknowledges and agrees that it must request and pay for each of the Services if Client desires such Services. D1C is only obligated to provide Services requested and paid for by Client.

(a) AML/CFT Policy Manual. D1C shall prepare a written document which shall include policies, procedures, and internal controls. The AML/CFT Policy Manual shall address applicable requirements of the BSA and its implementing regulations.

(b) ML/TF Risk Assessment. Using information provided by Client and information obtained from one or more other reliable sources, D1C shall prepare a written assessment of money laundering and terrorist financing risks to which Client may be exposed in its business dealings.

(c) AML/CFT Training. D1C shall grant Client access to an online AML/CFT training module. After successfully completing the AML/CFT training module, Client will be awarded a downloadable completion certificate.

1.2. Service Details and Limitations. The following terms and conditions apply to the Services set forth above:

(a) No Warranty or Representation. The Services are provided by D1C based on information from Client. D1C is not in a position to verify or audit the information provided by Client or to ensure Client is in compliance with all laws. Client has obtained Services for Client's specific needs that are associated with Client's obligations, and Client is not relying on D1C to indicate which Services Client may need for Client's compliance obligations. Accordingly, D1C cannot represent or warrant that Services are required or sufficient for Client.

(b) No Legal Services: D1C is not a law firm and does not provide legal services. Client agrees that Client is not relying on D1C to provide any legal services or legal advice, and that Client has no need for the attorney-client privilege to apply to communications with D1C. Specifically, Client agrees that the Services, including without limitation the AML/CFT Policy Manual, the ML/TF Risk Assessment, any trainings provided, and any Documents provided to Client, are not legal services. The Documents and Services work for many situations, but as the law is unique to each individual client, Client agrees to ensure that its own legal obligations are met by customizing the Documents as necessary for Client's unique situation. Client agrees that any customization made by Client to any Document is strictly at Client's own risk and voids any underlying product compliance assurances. As the Documents address requirements of a specific Act, they are tailored to that Act but not to other situations of Client, and Client remains responsible to ensure that Client is legally compliant with all applicable laws and regulations.

(c) Does Not Address All Risks. D1C is being retained to provide specific Services focused on very specific needs. D1C is not addressing all risks of Client, nor do the Services possibly identify all potential ways that risks may arise. Risk assessments and related services identify many risks, but it is simply not possible to identify all possibilities that may arise. Accordingly, Client is not relying on D1C for a comprehensive or complete evaluation of all possibilities.

1.3. Service Intake and Affiliated Partners. To efficiently process service inquiries and deliver requested Services, D1C collaborates with its corporate affiliate and strategic fulfillment partner, Securities Industry Records Services, LLC ("SIRS"). By submitting a contact form, service inquiry, onboarding questionnaire, or request for Services to D1C, Client authorizes D1C to share inquiry details, contact information, and preliminary request data with SIRS. Client acknowledges and agrees that SIRS may evaluate the request and contact

Client directly on behalf of or in coordination with D1C to scope, discuss, or fulfill the requested Services.

2. Compensation and Payment. In consideration for D1C's provision of the Services, Client will pay the amount specified in the invoice issued by D1C or, if purchased through an authorized distributor, the invoice issued by such distributor. This amount is due within 10 calendar days of the date of the invoice, and it must be paid in full prior to Client having any right to access any of the Services. Client shall make payment via check sent to the address listed below or via ACH or wire transfer. At D1C's discretion, payment via credit card may also be accepted. Client's payment of an invoice, explicit request for D1C to begin performance, or provision of Records to D1C to initiate the Services serves as a definitive triggering act of acceptance, upon which Client agrees to be bound by all terms and conditions of this Agreement.

For Services purchased through an authorized distributor, payment obligations and invoicing are governed by the distributor's invoice and agreement, while the licensing, usage restrictions, and disclaimers set forth herein remain binding on Client.

3. Confidential Information. The Parties understand and acknowledge that D1C (and its respective employees, consultants, and/or subcontractors) may have disclosed to it, in connection with the rendition of the Services and performance of its obligations under the Agreement, confidential and/or proprietary information of Client ("Confidential Information"). Confidential Information shall not be disclosed or reproduced by D1C without consent of Client, except for Confidential Information which:

(i) under the Agreement is the subject matter of any official request by an applicable federal, state, or SRO authority (any, a "Regulator"), provided that Confidential Information is given only to the requesting Regulator;

(ii) at the time of disclosure to D1C was lawfully known or in the possession of D1C;

(iii) is independently developed by D1C; or

(iv) is generally available to the public without any breach of the Agreement.

D1C agrees to protect and secure Confidential Information. D1C represents to Client that it has implemented procedures designed to ensure security and confidentiality of Confidential Information and to protect Confidential Information against anticipated threats or hazards to the security or integrity of such Confidential Information and unauthorized use of or access to Confidential Information. D1C shall use reasonable efforts to prevent unauthorized access to Confidential Information including, but not limited to, confining knowledge of Confidential Information to only employees, contractors, and affiliated entities (specifically including Securities Industry Records Services, LLC) who require such knowledge in connection with the evaluation, scoping, or performance of D1C's obligations under the Agreement.

Client Confidential Information shall include proprietary business details provided by Client to D1C. Client explicitly agrees that it will not provide D1C with Non-Public Personal Information (NPI) of Client's customers. D1C does not require, accept, or process NPI to perform the Services.

4. Limitation of Liability and Consequential Damages Waiver. UNDER NO CIRCUMSTANCES SHALL D1C BE LIABLE TO CLIENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY, FOR ANY (I) DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, EQUIPMENT DOWNTIME, OR (II) CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, WITH RESPECT TO PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. D1C's MAXIMUM LIABILITY UNDER THIS AGREEMENT IS THE AMOUNT THAT CLIENT ACTUALLY PAID D1C FOR ANY SERVICES RECEIVED IN THE 12 MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM FOR DAMAGES.

5. Miscellaneous Provisions.

5.1. Relationship of the Parties. No Party hereto is an agent or representative or independent contractor of the other, and neither Party shall be liable for or bound by any representation, act, or omission whatsoever of the other Party. The Agreement shall in no way be construed to constitute the Parties hereto as partners or joint venturers. This Agreement is being entered into solely for the administrative convenience of both Parties. The Agreement is not for the benefit of any third party.

5.2. Severability. If any provision, clause or part of the Agreement, or the application thereof under certain circumstances is held invalid or unenforceable for any reason, the remainder of the Agreement, or the application of such provision, clause, or part under other circumstances shall not be affected thereby.

5.3. No Waiver. No express or implied waiver by any Party of any provision of the Agreement or of any breach or default of the other Party shall constitute a continuing waiver, and no waiver by any Party shall prevent such Party from enforcing any and all other provisions of the Agreement or from acting upon such other provisions or upon any other or subsequent breach or default by the other Party.

5.4. Entire Agreement. This Agreement is the complete and exclusive statement of the agreement between the Parties for the Services listed above and supersedes all prior proposals, undertakings, and all other agreements, oral and written, between the Parties relating to the Services set forth above. The Agreement may not be modified or altered except by written instrument posted on D1C's website. If Client desires any additional services from D1C other than the Services listed above, Client will need to enter into a separate agreement for such Services. This Agreement does not supersede or replace other agreements for other services. If Client requests additional services and does not enter into a new written agreement with D1C for such services, then the terms and conditions in effect on D1C's website will apply to the additional services.

5.5. Force Majeure. Any delay or failure by either Party in the performance of the Agreement will be excused to the extent that the delay or failure is due to causes or contingencies beyond the reasonable control of such Party.

5.6. Notices. All communications, notices, and disclosures required by the Agreement shall be in writing and shall be deemed to have been given one day after being delivered via telecopy, email, or other electronic transmission, or two days after being sent by overnight delivery service, registered, or certified mail, postage prepaid, addressed as follows:

If to D1C:	**If to Client:**
DIVISION ONE COMPLIANCE, LLC PO BOX 95316 SOUTH JORDAN, UT 84095	At the address provided to D1C or to Client's registered agent or address listed on Client's website

Or to such other person or persons at such address or addresses as may be designated by written notice to the other Party hereunder.

5.7. Costs and Expenses. Unless otherwise addressed in the Agreement and Exhibits, each Party shall bear all fees and expenses required to be paid in connection with the Agreement or its performance hereunder.

5.8. Title and Captions. Section titles or captions contained in the Agreement are inserted only as a matter of convenience and for reference purposes and in no way define, limit, extend or describe the scope of the Agreement or the intent of any provisions thereof.

5.9. Jurisdiction. Subject to 5.10, below, in the event of a dispute between the Parties, each Party hereby consents and agrees to the exclusive jurisdiction of courts of the State of Utah in Salt Lake County, State of Utah to resolve such dispute or to mediation and arbitration as provided below.

5.10. Arbitration Agreement. Other than an action to collect fees due to D1C under this Agreement, any other dispute in anyway arising out of the Agreement which cannot be resolved through negotiation of the Parties will be resolved through mediation pursuant to the rules of the American Arbitration Association or any other forum or individual mutually agreeable to the Parties. If mediation is unsuccessful or a Party refuses to participate in mediation, then the Parties agree to binding arbitration, as soon as possible, pursuant to the rules of the American Arbitration Association. All mediation and arbitration proceedings shall be conducted in Salt Lake County, State of Utah.

5.11. Updates. Client accepts these Terms of Service by requesting Services from D1C, providing Records to D1C, or making a payment to D1C. These Terms of Service may be updated by D1C from time-to-time without notice to Client, and Client agrees to be bound by any updates or amendments if Client requests new or additional Services or makes a payment after any updates or amendments.