

BENJAMIN SECURITIES, INC. (THE "FIRM")
CAPITAL MARKETS PARTICIPATION PROGRAM

TERMS & CONDITIONS

Dear Valued Client:

Participation in the Firm's Capital Markets Participation Program (the "CMPP") is governed by, and subject to your written acceptance of, the following terms and conditions ("Terms and Conditions"). Please carefully read these Terms and Conditions. If you have any questions, please contact a Firm representative.

1. **Description and Eligibility.** The CMPP is intended for individuals (whether existing or new clients of the Firm) who wish to invest in certain capital markets opportunities ("CMPP Investments"). To be eligible for participation in the CMPP: (i) you must already have, or must open, a brokerage account with the Firm; (ii) the Firm must determine, in its sole discretion, that you are suitable for CMPP Investments and that your participation will not violate any laws, rules and/or regulations governing the Firm and/or the governmental jurisdiction of your place of residence; and (iii) you have e-signed each of the other documents provided to you at the time your account is/was opened (the "Account Opening Documents"). Once your participation in the CMPP is approved by the Firm, a brokerage account will be established for you (the "CMPP Account"). Such CMPP Account shall be used exclusively for CMPP Investments. (Any other brokerage account you may already have with the Firm will not be affected.) A \$3,000 cash deposit ("Bonus Credit") will be made by the Firm into your CMPP Account within thirty (30) days (the "Bonus Deposit Date"), following which CMPP Investments may be made. Thereafter, at the Firm's sole discretion, the Firm may make additional bonus deposits (each, an "Additional Deposit") into your CMPP account, provided, however, the Firm shall have no obligation to do so. Each Additional Deposit shall be deemed to be a part of the Bonus Credit. Participation is subject to continuing eligibility requirements as set forth in paragraphs 4 and 5 below.

2. **No Minimum Deposit; no Fees; no Minimum Trading Activity.** You are *NOT REQUIRED* to make a deposit into your CMPP Account in order to receive the Bonus Credit *or* for any reason at any time. You will *never be required*, from account open to account close (and thereafter), to make a payment of any kind to the Firm in connection with your CMPP participation. You will *never be charged* a flat fee, a percentage fee, or a fee of any nature in connection with the CMPP Account, except for a pass-through ***de minimis transaction charge of less than one cent per trade*** that all brokerage firms must pay to the self-regulatory organization to which they belong. There is *no minimum* amount of trading activity required of your

CMPP Account. Your purchase/sale of other securities in any other brokerage account you may have with the Firm shall have no impact on your CMPP Account or Bonus Credit.

3. **Tax.** The Firm does not provide tax advice. Consult with your tax advisor about the appropriate tax treatment of the Bonus Credit before enrolling in the CMPP. NOTE: The Bonus Credit may be reported as "Other Income" to you on a Form 1099-MISC or on a Form 1042-S ("Foreign Person's U.S. Source Income Subject to Withholding") where required by applicable rules and regulations. Any and all resulting tax is your obligation alone. The Firm does not have any responsibility for and will not pay or otherwise reimburse you for any such tax.

4. **Continuing Eligibility.** Continuing Participation in the CMPP is subject to "Program Limitations" and "Residency Requirements" (see paragraphs 5 and 6 below) and other continuing eligibility requirements set forth herein and/or as determined by the Firm in its sole discretion, which include, at a minimum, the following: (i) your continuing adherence to all these Terms and Conditions and written acceptance of any modifications to them that may be made by the Firm from time to time; (ii) your continuing suitability for CMPP Investments and CMPP participation; (iii) your continuing grant to the Firm of discretionary trading authority in your CMPP Account per the Trading Authorization; and (iv) the continued availability of funds to make purchases in your CMPP Account.

5. **Program Limitations.** Participation in the CMPP is limited to one CMPP Account per client, which includes such client's immediate family members, businesses or, if the client is an entity, the client's officers, directors, partners, managers, shareholders, members, etc. The Firm reserves the right to deny the opening of CMPP accounts and/or issuance of the Bonus Credit based on the foregoing limitation. Further, the Firm also reserves the right to decline to open a new CMPP Account or maintain an existing CMPP account for you at the Firm's sole discretion, for any reason, which includes but is not limited to: your (1) failure to meet the requirements and qualifications for participation or continuing participation in the CMPP; (2) your breach of these Terms and Conditions or any other obligation set forth in the Account Opening Documents, as modified from time to time; (3) request to withdraw any portion of the Bonus Credit from your CMPP Account prior to the one year anniversary of the Bonus Deposit Date. Notwithstanding the preceding clause (4), you are not required to trade or to permit continued trading in your CMPP Account and may cease or instruct the cessation of trading at any time. Irrespective of the status of the Trade Authorization, your Bonus Credit (or any remaining portion of it) is not deemed "earned" by you until the one-year anniversary of the Bonus Deposit Date (the "Anniversary Date"). If you, prior to the Anniversary Date, request to withdraw cash from your CMPP Account where such withdrawal, if consummated, would result in the cash balance of the CMPP Account falling below the Bonus Credit amount, the Firm shall be entitled to determine that you are no longer eligible to participate in the CMPP and that your Bonus Credit shall be forfeited. Until the Anniversary Date, you grant the Firm a security interest in the cash in your CMPP Account up to the maximum amount of the Bonus Credit.

6. **Residency Requirements.** The CMPP Program is only available to the residents of those countries on the list of approved countries by the Custodian and those states within the United States in which the Firm may lawfully transact securities business. The CMPP is not an offer or solicitation in any foreign jurisdiction or domestic jurisdiction where the Firm is not authorized to transact securities business.

7. **Suitability.** Investing in CMPP Investments involve substantial risk, including loss of all or a portion of invested capital. It is not suitable for all investors. Your investment objectives, risk tolerance and financial profile are all considered in determining your suitability for initial and continuing participation in the CMPP. The Firm alone will make the ultimate determination as to whether it believes you are suitable; you should only seek to participate in the CMPP Program. By opening a CMPP Account, you are representing to the Firm that you (1) understand generally CMPP Investments and their typical features (including risk of capital loss), (2) are desirous of making such type of investments, and (3) believe you are suitable for them.

8. **Conflict.** The Firm is incentivized by issuers of CMPP Investments products (“CMMP Issuers”) that may be bought in your CMPP Account. The Firm provides marketing and other sales support services to CMPP Issuers and broker dealers acting as underwriters for CMPP Issuers and receives compensation from these issuers and broker dealers in the form of a flat fee. This creates a financial incentive for the Firm to buy (or recommend that you buy) these particular CMPP Investments in your CMPP Account and is a conflict of interest which you should consider in agreeing to establish and maintain your SPAC Account. The Firm takes no position on the merits of any proposed business combination or corporate event or opportunity (collectively, “Capital Markets Events”) being considered for any CMPP Investment and will not provide advice to you about whether you should vote your shares held in your CMPP Account for or against any proposed Capital Markets Event. You should review the materials provided to you in connection with your ownership of shares in the CMPP Account and be prepared to reach your decision about how to vote without receiving advice from the Firm about your vote.

CMPP Investments Overview

The Firm's Capital Markets Participation Program entails the Firm's purchase on your behalf of primary and/or secondary shares of common stock, units, rights, warrants and other securities, either on the open market or related to a corporate action. Corporate actions include IPOs and follow-on offerings (where the Firm acts as a selling group member), up-listings, dual listings, cross-border listings, and business combinations (including other mergers and acquisitions).

Glossary of Terms

Acquisition: When one company buys a majority stake in one or more other companies.

Cross-Border Dual-Listing: When a foreign company, usually already publicly traded on a foreign exchange, lists on a U.S. exchange.

Follow-on: An offering of stock by a company that is already public.

Merger – When two or more companies combine into one entity, usually through an exchange of equity, cash, and/or other assets.

Initial Public Offering (IPO): When a private company first lists its shares on a public stock exchange.

Up-listing: When an already publicly trading company moves to a different exchange. The new exchange is often considered more senior.

Special Purpose Acquisition Company (SPAC): A publicly-traded shell company used to acquire, and subsequently list, one or more assets, through a Business Combination.