

SeedStep Angels Membership Agreement

The SeedStep Angels (SSA) facilitates the introduction of entrepreneurs to potential investors through presentations and other mechanisms. SSA consists of individual angel investors interested in financing privately held companies or ventures typically in an early stage of development. Membership in SSA is a privilege, which is subject to renewal, revocation, or termination for a member's failure to conduct him or herself in a manner consistent with SSA's Membership Agreement and Code of Conduct. SSA is managed by i2E, Inc.

Process For Membership Qualification:

- All new members must complete the Membership Agreement and pay the annual membership dues.
 - \$1500 for Individual:
 - For individuals or an individual and his/her spouse, this includes invitations to all Pitch Days, Screening Meetings, Presentation Meetings, member educational events, and social events throughout the year. Additionally, you will receive access to SSA's ProSeeder investment dashboard, where members view applicant company materials.
 - \$2000 for Groups:
 - Groups receive all the aforementioned membership benefits for 2 to 5 designees.
- Agreement must be forwarded by mail, fax, or e-mail to the Manager of SSA, Kevin J. Moore
- The Manager will review all new applications for membership approval. SSA will endeavor to provide applicants with a written response within thirty (30) days of completed application submission.
- SSA membership may be terminated or membership revoked at the discretion and determination of i2E and all members of SSA should it be determined that an SSA member has breached any term of SSA membership. A member will be notified in writing by the SSA Manager of the intent to terminate or revoke membership. Should the member deem his/her actions or inactions do not warrant or qualify for termination or revocation of membership, he/she shall have thirty (30) days in which to submit a written response to i2E. i2E and all current members of SSA (not including the member on-notice) shall consider, in good faith, such on-notice member written response within sixty (60) days. The decision of i2E and the SSA membership is final.

To Qualify For Membership, I Agree That:

- I am an accredited investor as defined under Rule 501 of the SEC regulations, which defines the same as:
 - a bank, insurance company, registered investment company, business development company, or small business investment company, or

- a charitable organization, corporation, or partnership with assets exceeding \$5 million, or
 - a natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds \$1 million at the time of the purchase, excluding the value of the primary residence of such person, or
 - a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year.
- I have such knowledge and experience in financial and business matters to be capable of evaluating the relative merits and risks of any investment.
 - I agree to abide by the terms and rules of SSA's Membership Agreement and Code of Conduct.
 - I understand that SSA is not a venture fund, investment bank, broker/dealer, investment clearinghouse, investment portal, or any other form of investment advisor or otherwise, and is not registered with the Securities and Exchange Commission or any state securities commission.
 - I must conduct my own analysis and due diligence to determine the appropriateness of any investment I make in any company to which I am introduced through SSA. As a result, I recognize and agree that neither SSA, i2E, nor its representatives or agents are responsible or liable for any investment decision I make as a result of being a member of SSA. The choice to use and the manner of utilization of information and knowledge gained through SSA is my individual and personal choice.
 - I understand that any purchase of equity or other investment transaction shall be directly with the respective company.
 - I understand that SSA meetings are not an offer to sell or solicitation to buy any security by SSA or any other entity.
 - I agree to pay the annual membership dues as set by SSA. I understand that I have no right to a refund or a credit for any portion of my paid membership fees, even in the case of my resignation, non-renewal or termination.
 - I understand that the minimum investment in any SSA presenting company is \$25,000 and I will consider investing this amount of capital to at least one company each year.

Membership Code of Conduct

- I will conduct myself in a professional manner at all times.

- I will respect the privacy of other members and not provide their name to any third party without their permission.
- I will keep membership information confidential.
- I shall not disclose my SSA website username and/or password.
- I understand and recognize that SSA meetings and communications are focused on investment pursuits and will not solicit another member for personal business purposes.
- I will disclose to the group any relationship I have or may have had with a presenting company, including any personal gain I may receive from the company.
- I agree not to negotiate what are commonly referred to as “side deals” or “back-room deals” with any entrepreneur or company under consideration for investment. Any investment that is not fully disclosed to, is detrimental to, or excludes other SSA members would fall into this category. I understand that this type of behavior is grounds for immediate termination of my SSA membership.

Disclaimer

SSA is not a venture fund, an investment bank, a broker dealer, investment clearing-house, or an investment advisor, but rather a forum in which investors may be educated on aspects of investment and business, as well as introduced to companies for possible investment. SSA is not registered with the Securities Exchange Commission or any state securities commission. Each member of SSA is responsible for his or her own investment decisions, and SSA is not recommending any particular company for investment. All investments in entrepreneurial companies involve a high degree of risk, and investors should be able to bear the risk of complete financial loss. The choice to use and manner of utilization of information and knowledge gained through SSA is each member’s individual and personal choice. No guidance shall be given, nor shall any person affiliated with SSA (or SSA itself) be responsible for an individual member’s use of the information, investment decision, or the results of any investment. Hence, SSA makes no representations or warranties regarding these companies. Investors must conduct their own due diligence and negotiate the terms of any investment they elect to make.

Please forward to:

i2E, Inc
Attention: Kevin J. Moore
Manager, Seedstep Angels | Venture Advisor
O: 405.813.2421, M: 312.316.5576
840 Research Parkway, Suite 250
Oklahoma City, OK 73104
kmoore@i2e.org

Read, understood, and agreed to by:

First Name: _____

Last Name: _____

Organization(if applicable): _____

Address: _____

Best Phone #: _____

Email: _____

Submitting Applicant Signature

Date