



ADASINA

SOCIAL CAPITAL

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Indemnification

You agree to defend, indemnify and hold Adasina Social Capital, its officers, employees and their affiliates, harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from your violation of this agreement, state or federal securities laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right and invasion of any privacy rights. You shall cooperate as fully as reasonably required in the defense of any claim. Adasina Social Capital reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Adasina Social Capital. This obligation will survive the termination of this agreement.

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An investment advisor or investment advisor representative may only transact business in a particular state after licensure or satisfying qualifications and requirements of that state, or only if they are excluded or exempted from the state's investment advisor or investment advisor representative requirements, as the case may be.

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For information concerning the licensure status or disciplinary history of an investment advisor or investment advisor representative, a consumer should contact his or her state securities law administrator.

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Entire Agreement

This agreement sets forth the entire agreement between the parties with regard to the subject matter hereof. No other agreements, representations, or warranties have been made by either party to the other with respect to the subject matter of this agreement, except as referenced herein.

Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of law provisions, sole and exclusive jurisdiction for any action or proceeding arising out of or related to this agreement shall be an appropriate state or federal court located in the State of California. Any cause of action you may have with respect to your use of this website must be commenced within one (1) year after the claim or cause of action arises.

No Partnership

Nothing contained herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

Waiver

The failure by Adasina Social Capital to enforce any provision of this agreement shall not constitute a waiver of any provision or right.

Severability

If any of the provisions of this agreement are found or deemed by a court to be invalid or unenforceable, they shall be severable from the remainder of this agreement and shall not cause the invalidity or unenforceability of the remainder of this agreement.