Investor Registration Agreement

This Investor Registration Agreement (this "Agreement") is made and entered into between the Investor and LOFF. The following descriptions identify the parties and the Platform Operator's limited agency role:

1. You, the investor registering to use the Company's online investor platform (the "Investor," "you," or "your");
2. Live Oak Financial Funding LLC, a Texas limited liability company ("LOFF," the "Company," "we," or "us"); and
3. The "Platform Operator" has the meaning given in LOFF's administration agreement governing the Platform (the "Administration Agreement"). The Platform Operator is LOFF's authorized agent for the limited purposes stated in this Agreement and is not a party to this Agreement in its individual capacity, but has the limited third-party-beneficiary rights stated below.

This Agreement governs your registration with the Company and, if you use it, the Company's online investor platform, including your Platform Account, Linked Bank Account information, records and notices, and the general investor-facing terms stated below.

In consideration of the covenants, agreements, representations and warranties set forth below, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Investor and LOFF agree as follows:

(a) Platform registration

LOFF owns and provides an online platform that allows registered investors to review securities offerings and submit purchase instructions, subject to eligibility, verification, and the terms presented for the relevant offering (the "Platform"). LOFF operates the Platform through the Platform Operator. You must complete investor registration with LOFF and satisfy the eligibility, suitability, and verification requirements imposed by LOFF or the documents governing the relevant offering before you may submit a purchase instruction electronically through the Platform or through the nonelectronic process described in Section 7.

(b) Your Platform Account and Linked Bank Account

To use the Platform as an investor, you must maintain an online investor account on the Platform (your "Platform Account") and designate an external bank account in your name or under your control for payment debits and credits (your "Linked Bank Account"). You acknowledge that:

1. your Platform Account is used for registration, eligibility information, electronic records, notices, account statements, transaction history, and other Platform functions; and
2. your Platform Account is not a deposit account, funding account, custodial account, or cash balance.

1. Your Representations and Warranties

You represent and warrant to LOFF, including the Platform Operator solely as LOFF's authorized recipient of such representations and warranties, as of the date of this Agreement and while you maintain a Platform Account, that:

(a) Eligibility; Authority

You are at least 18 years old (or the age of majority in your state of residence) and have full power and authority to enter into this Agreement. If you register on behalf of an entity, you represent that you are authorized to bind that entity.

(b) Accuracy of Information

All information you provide to LOFF, including through the Platform Operator or another authorized agent of LOFF, regarding your identity, contact information, residency, eligibility, tax status, and Linked Bank Account is true, complete, and not misleading, and you will update such information promptly if it changes.

(c) Restrictions on Use

LOFF, acting directly or through the Platform Operator or another authorized agent, may in its discretion, with or without cause and with or without notice (to the extent permitted by applicable law), restrict or suspend your access to the Platform.
Except as permitted in writing by the Company:

1. you may not use the Platform or your Platform Account for the benefit of any other person; and
2. you must be an owner of, or have lawful authority over, any Linked Bank Account you designate for payment debits and credits.

2. LOFF Representations and Warranties

LOFF represents and warrants to you that, as of the date of this Agreement:

1. it is duly organized, validly existing, and in good standing (to the extent applicable) under the laws of the State of Texas;
2. it has the power to enter into and perform this Agreement; and
3. this Agreement has been duly authorized, executed, and delivered by it.

3. Prohibited Activities

You agree that you will not do any of the following in connection with your Platform Account or use of the Platform:

1. represent yourself to any person as a director, officer, employee, or agent of LOFF or the Platform Operator unless you are such;
2. charge, attempt to charge, or accept any fee, bonus, kickback, or thing of value from any person in connection with Platform activity unless expressly permitted in writing by LOFF or its authorized agent;
3. engage in activity requiring a broker-dealer, investment adviser, loan broker, lender, credit services organization, debt collector, or similar license unless you hold the required license and LOFF or its authorized agent expressly permits the activity in writing; or
4. use the Platform in a manner that violates federal or state law governing securities, lending, consumer protection, privacy, debt collection, anti-discrimination, or electronic payments.

4. Termination of Agreement

LOFF, acting directly or through the Platform Operator or another authorized agent, may in its discretion, with or without cause, terminate this Agreement by providing notice as described under "Notices", or terminate or suspend your right to participate on the Platform. Termination does not affect rights or obligations that accrued before termination or separate agreements or Offering Documents governing Securities you purchased before termination.

5. Indemnification by You

In addition to any indemnification obligations in the Platform Terms, you agree to indemnify, defend, and hold harmless LOFF, the Platform Operator, each former Platform Operator, and their respective affiliates, officers, directors, managers, members, employees, and agents (collectively, the "Company Parties") from and against claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

1. your material breach of this Agreement (including compliance with law);
2. your acts or omissions in connection with the Platform; or

3. third-party claims arising from your misuse of the Platform or infringement of third-party rights through your conduct.

This Section survives termination.

6. Right to Modify Terms

   LOFF may modify this Agreement from time to time. Material changes will be provided to you in the manner described under "Notices". You authorize LOFF, acting directly or through the Platform Operator or another authorized agent, to correct obvious clerical errors in information you provide without notice, although LOFF has no obligation to do so.

7. Notices

   Unless you have declined or revoked consent to electronic delivery, notices and communications to you may be delivered by LOFF or its authorized agent by email to the address registered to your Platform Account and/or by posting on the Platform and will be deemed delivered upon transmission/posting. If you have declined or revoked consent to electronic delivery, documents and communications required to be delivered to you will be delivered in paper form to your current mailing address. Electronic delivery and electronic signature are the default methods for participating in an offering. You may decline or revoke consent to electronic delivery or electronic signature and request a nonelectronic offering-document and subscription process by emailing contact@live-oak-financial.com. If you elect the nonelectronic process, you must reimburse the Company solely for the actual direct costs actually incurred in printing, mailing, processing, and storing the paper offering documents and subscription agreement. No markup or additional administrative fee will be charged. The Company will disclose the amount, or a reasonable estimate subject to reconciliation, before incurring the costs. Your election will not affect the price, terms, eligibility, allocation, or other substantive conditions of the Securities.

   Notices to LOFF under this Agreement must be sent to:

   - Email: contact@live-oak-financial.com
   - Mail: 3520 Alpine Autumn Dr, Austin, Texas 78744, Attn: Legal / Compliance

   You agree to keep your email and mailing address current by updating your Platform Account settings or notifying LOFF at the contact information above.

8. No Warranties

   THE PLATFORM AND ANY INFORMATION OR TOOLS PROVIDED THROUGH IT ARE PROVIDED "AS IS" AND "AS AVAILABLE." LOFF, THE PLATFORM OPERATOR AND LOFF'S OTHER AUTHORIZED AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. Limitation on Liability

   1. General Limitation

      IN NO EVENT SHALL THE INVESTOR, LOFF, THE PLATFORM OPERATOR OR ANOTHER AUTHORIZED AGENT OF LOFF BE LIABLE TO ANOTHER OF THEM FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF GOODWILL OR BUSINESS INTERRUPTION, ARISING OUT OF THIS AGREEMENT. To the extent the Electronic Fund Transfer Act applies, this Section does not limit or waive any right, cause of action, or remedy that may not be waived under that Act.

   2. Tax Disclaimer

      FURTHERMORE, NO PARTY MAKES ANY REPRESENTATION OR WARRANTY REGARDING THE EFFECT THIS AGREEMENT MAY HAVE UPON THE FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY OF THE OTHER.

3. Texas Small Business Issuer Limitation of Liability Disclosure (Texas Securities Act § 4008.061). LOF and LOFF provide this written disclosure under Section 4008.061(d). Section 4008.061 applies only to an offer of securities in an aggregate amount not exceeding $5 million made by a “small business issuer,” or by the seller of its securities, and to a person engaged to provide services relating to that offer. A “small business issuer” is an issuer that, at the time of the offer, has annual gross revenues not exceeding $25 million and has no class of equity securities registered, or required to be registered, with the Securities and Exchange Commission under Section 12 of the Securities Exchange Act of 1934. In an action or series of actions under Subchapter B of Chapter 4008 of the Texas Government Code relating to an offer to which Section 4008.061 applies, the maximum amount recoverable against a person to whom the section applies is three times the fee paid by the small business issuer or other seller to that person for services related to the offer, unless the trier of fact finds that the person engaged in intentional wrongdoing in providing the services. This statutory limitation applies only to the persons, claims, and circumstances described in Section 4008.061. It does not waive compliance with federal or Texas securities law and does not limit a right or remedy outside the section’s scope.

4. Buyer’s Signed Acknowledgment. By electronically accepting or manually signing this Agreement, you acknowledge that LOF and LOFF provided you the preceding written disclosure before you submit any purchase instruction or Subscription, and you sign this acknowledgment for purposes of Section 4008.061(d)(2).

10. Entire Agreement

This Agreement, together with the Platform’s terms of use, privacy policy, and other policies posted on the Platform or otherwise provided to you (collectively, the “Platform Terms”), constitutes the entire agreement between you and LOFF with respect to your Platform Account and use of the Platform as an investor. This Agreement does not govern the offer, sale, issuance, terms or enforcement of any Security; those matters are governed by the Subscription Agreement and applicable Offering Documents.

11. Limited Platform Operator third-party-beneficiary rights. The Platform Operator and each former Platform Operator are express third-party beneficiaries solely of the provisions captioned “Restrictions on Use,” “Prohibited Activities,” “Indemnification by You,” “No Warranties,” “Limitation on Liability,” “Arbitration,” and “Permission to Contact,” only to the extent each provision applies to service in that capacity. Each may enforce those provisions in that limited capacity, but is not otherwise a party to this Agreement and assumes no obligation under it in its individual capacity.

12. Miscellaneous

1. Assignment. You may not assign this Agreement without the Company’s prior written consent. LOFF may assign this Agreement to an affiliate or successor, or delegate its performance to an authorized agent, as permitted by law.
2. Severability. If any provision is held invalid, the remainder will remain in effect.
3. Governing law. This Agreement is governed by the laws of the State of Texas, without regard to conflicts of laws principles, except to the extent preempted by federal law.
4. Acceptance. This Agreement may be accepted electronically (including click-through acceptance) or by manual signature, and either form of acceptance will be binding. Electronic acceptance is voluntary.

13. Arbitration

To resolve any ambiguity, this Resolution of Disputes provision does not in any way affect any person’s ability to bring an action under the federal securities laws.

(a) Definitions

In this Resolution of Disputes provision:

1. "I," "me," and "my" mean the person entering into this Agreement, as well as any second person claiming through such first person.
2. Solely in this Resolution of Disputes provision, "you" and "your" mean LOFF and, solely for a Claim arising from a person's conduct while serving as Platform Operator or from that person's enforcement of an express beneficiary right, that person, together with their respective parents, subsidiaries, affiliates, predecessors, successors and assigns and their respective officers, directors, managers, members and employees. An election or obligation of "you" applies only to the person asserting or defending the applicable Claim.
3. "Claim" means any dispute, claim, or controversy (whether based on contract, tort, statute, ordinance, common law, or equity; whether pre-existing, present, or future; and whether seeking monetary, injunctive, declaratory, or other relief) arising from or relating to this Agreement or the relationship between you and me, including disputes about the validity or enforceability of this Agreement or this Resolution of Disputes provision.

(b) Mutual election arbitration; class waiver

Any Claim may be resolved, upon the election of both you and me, by binding arbitration administered by the American Arbitration Association or JAMS under the administrator's rules in effect at the time the Claim is filed. Arbitration will only take place with respect to a single person; class arbitrations and class actions are not permitted.

If I file a Claim, I may choose the administrator. If you file a Claim, you may choose the administrator, but you agree to change to another permitted administrator at my request (assuming the other administrator is available).

Your address for serving any arbitration demand or claim is:

Live Oak Financial Funding LLC

3520 Alpine Autumn Dr, Austin, Texas 78744

Attn: Legal / Compliance

(c) Arbitrator qualifications

Claims submitted for arbitration will be arbitrated by a single neutral arbitrator who is a retired judge or a lawyer with at least ten years' experience.

(d) Fees

The participating company will pay filing and administration fees charged by the administrator and arbitrator fees up to $1,000 and will consider my request to pay any additional arbitration costs. If an arbitrator issues an award in favor of the participating company, I will not be required to reimburse it for fees it previously paid. If I receive an award, the participating company will reimburse me for fees paid by me. Each participant bears its own attorney, expert and witness fees, except where a statute provides otherwise.

(e) Location; law; relief

Any in-person arbitration hearing will be held in the city with the federal district court closest to my residence, or another location mutually agreed. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act (9 U.S.C. § 1–16). The arbitrator may award any relief authorized by applicable law. Any court with jurisdiction may enter judgment on the award.

14. Permission to Contact

When you provide telephone numbers (including mobile), you give LOFF and its authorized agents and vendors, including the Platform Operator, permission to contact you at such numbers and any other number LOFF reasonably believes it may reach you through (unless prohibited by law) about your Platform Account, Platform activity, and related matters. Your consent allows LOFF and those persons to use text messages, artificial or prerecorded voice messages, and automatic dialing technology for all purposes not prohibited by law. Message and data rates may apply. You may change preferences through the Platform or by contacting LOFF.

LOFF's rights under this Section extend to its affiliates, agents, and vendors.

Date: _________________

Live Oak Financial Funding LLC

By: the Platform Operator, as authorized agent for LOFF

By: _________________________

Name: _______________________

Title: ______________________

____________________________________ [Investor]

(Electronic or Manual Signature)