

Exhibit 3.4**SUBSCRIPTION AGREEMENT**

Groundfloor Finance, Inc.
600 Peachtree Street, NE
Suite 810
Atlanta, Georgia 30308
Attention: Brian Dally, Chief Executive Officer

Ladies and Gentlemen:

The undersigned investor ("**Investor**") hereby tenders this Subscription Agreement (the "**Agreement**") in connection with such Investor's purchase, in accordance with the terms hereof, of common stock (the "**Groundfloor Common Stock**") in Groundfloor Finance, Inc., a Georgia corporation (the "**Company**"). Investor understands that the Company is offering (the "**Offering**") for sale up to \$10,000,000 in aggregate principal amount of Groundfloor Common Stock and that the Offering is being made without registration of the Groundfloor Common Stock under the Securities Act of 1933, as amended (the "**Securities Act**").

1. Subscription. Subject to the terms and conditions hereof, Investor hereby purchases Groundfloor Common Stock in the number of shares set forth on the signature page hereto, which is payable as described in Section 2. Investor acknowledges that the Groundfloor Common Stock will be subject to restrictions on transfer and voting rights as set forth in this Agreement, the Common Stock Voting Agreement, the Securities Act, and any other documentation requested by the Company. The Common Stock Voting Agreement is substantially in the form attached hereto as Exhibit A and is hereby incorporated by reference.

2. Acceptance of Subscription and Issuance of Groundfloor Common Stock. The Company shall have the sole right, at its sole and absolute discretion, to accept or reject this subscription, in whole or in part, for any reason.

(a) Investor will not be deemed to have purchased any Groundfloor Common Stock unless and until such time as all of the following conditions have occurred: (A) this Agreement, the Voting Agreement and such other documentation as may be requested by the Company has been duly and validly executed by Investor, delivered to the Company and accepted by the Company and (B) the purchase price for the Groundfloor Common Stock has been delivered pursuant to instructions provided by the Company.

(b) Notwithstanding anything in this Agreement to the contrary, the Company shall have no obligation to issue any of the Groundfloor Common Stock to any person who is a resident of a jurisdiction in which the issuance of Groundfloor Common Stock to him, her or it would constitute a violation of the securities, "blue sky" or other similar laws of such jurisdiction (collectively referred to as the "**State Securities Laws**"). Investor agrees to pay to the Company the aggregate purchase price for the Groundfloor Common Stock in the amount set forth on the signature page attached hereto by (i) check payable to the Company, (ii) wire transfer in readily available funds in accordance with the Company's instructions, (iii) cancellation of indebtedness of the Company or (iv) any combination of the foregoing.

3. Market Stand-Off.

(a) Investor hereby agrees that Investor shall not sell, offer, pledge, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, grant any right or warrant to purchase, lend or otherwise transfer or encumber, directly or indirectly, any Groundfloor Common Stock or other securities of the Company, nor shall Investor enter into any swap, hedging or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Groundfloor Common Stock or other securities of the Company, during the period from the filing of the first registration statement of the Company filed under the Securities Act, that includes securities to be sold on behalf of the Company to the public in an underwritten public offering under the Securities Act through the end of the 180-day period following the effective date of such registration statement (or such other period as may be requested by the Company or the underwriters to accommodate regulatory restrictions on (i) the publication or other distribution of research reports and (ii) analyst recommendations and opinions, including, but not limited to, the restrictions contained in NASD Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto). Investor further agrees, if so requested by the Company or any representative of its underwriters, to enter into such underwriter's standard form of "lockup" or "market standoff" agreement in a form satisfactory to the Company and such underwriter.

(b) In the event of any stock dividend, stock split, recapitalization, or other change affecting the Company's outstanding capital stock effected without receipt of consideration, then any new, substituted, or additional securities distributed with respect to the Groundfloor Common Stock shall be immediately subject to the provisions of this Section 3, to the same extent the Groundfloor Common Stock are at such time covered by such provisions.

(c) In order to enforce the provisions of this Section 3, the Company may impose stop transfer instructions with respect to the Groundfloor Common Stock until the end of the applicable stand off period.

4. Representations, Warranties and Covenants of Investor. Investor hereby represents and warrants to the Company and each other person that subscribes for the Groundfloor Common Stock as follows, which representations and warranties shall survive the applicable closing:

(a) Investor is aware of the applicable limitations under the Securities Act relating to the Groundfloor Common Stock and that the Groundfloor Common Stock have not been registered under the Securities Act, and that such securities cannot be sold unless they are subsequently registered under the Securities Act and applicable State Securities Laws or an exemption from such registration is available;

(b) Investor will not sell, transfer, pledge, donate, assign, mortgage, hypothecate or otherwise encumber (each a "Transfer") the Groundfloor Common Stock unless (i) the Groundfloor Common Stock are registered under the Securities Act or Investor shall have notified the Company of the proposed disposition and shall have furnished the Company with a description of the proposed disposition, and, if reasonably requested by the Company, the Company is given an opinion of counsel (which may be an opinion of counsel to the Company), reasonably acceptable to the Company, that such registration is not required under the Securities Act, and (ii) any buyer, transferee, pledgee, donee or assignee, respectively, shall agree in writing to be bound by the terms hereof prior to any such Transfer. Any such recipient of the Groundfloor Common Stock is referred to herein as a "Transferee", and the Transferee shall be entitled to the benefits of this Agreement and to enforce this Agreement against the Company as if the Transferee were Investor;

(c) Investor acknowledges that there is no public market for the Groundfloor Common Stock, that no market may ever develop for them, and that they have not been approved or disapproved by the Securities and Exchange Commission or any governmental agency;

(d) Investor has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the acquisition of the Groundfloor Common Stock;

(e) Investor recognizes that (i) an investment in the Groundfloor Common Stock involves a high degree of risk and (ii) no assurance or guarantee has or can be given that an investor in the Company will receive a return of his, her or its capital or realize a profit on such investor's investment. Investor is aware that the Company may issue additional securities in the future which could result in the dilution of Investor's ownership interest in the Company;

(f) Investor acknowledges that he, she, or it has received and reviewed all information that he, she or it considers necessary or appropriate for deciding whether to purchase the Groundfloor Common Stock; Investor (and/or his, her or its professional advisor, if any) has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the Offering and regarding the business, financial condition, properties, operations, prospects and other aspects of the Company and all such questions have been answered to Investor's full satisfaction; and Investor has further had the opportunity to obtain all information (to the extent that the Company possesses or can acquire such information without unreasonable effort or expense) which Investor deems necessary or appropriate;

(g) Investor has determined that he, she or it can afford to bear the risk of the investment in the Groundfloor Common Stock, including loss of the entire investment in the Company and he, she or it will not experience personal hardship if such a loss occurs;

(h) Investor is purchasing the Groundfloor Common Stock solely for his, her or its own account for investment, not for the account of any other person, and not with a view to, or for, any resale, distribution or other transfer thereof; and

(i) Investor has been advised that if issued, all certificates evidencing ownership of the Groundfloor Common Stock will bear a legend in substantially the form set forth in Section 5.

5. Representations and Warranties of the Company. The Company hereby represents and warrants to Investor that:

(a) Organization, Good Standing and Qualification. The Company is a corporation, duly organized, validly existing and in good standing under the laws of the State of Georgia and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to do so would have a material adverse effect on its business or properties.

(b) Authorization. All requisite action on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution and delivery of the Groundfloor Common Stock and the performance of all obligations of the Company hereunder and thereunder has been taken or will be taken prior to the issuance of Groundfloor Common Stock to the Investor, and this Agreement constitutes a valid and legally binding obligation of the Company, enforceable in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws or court decisions of general application affecting enforcement of creditors' rights generally, and (ii) as limited by laws or court decisions relating to the availability of specific performance, injunctive relief, or other equitable remedies or to equitable principles of general applicability.

(c) Valid Issuance. The Note, when issued in accordance with the provisions thereof, will not violate any preemptive rights or rights of first refusal and will be free of any liens or encumbrances.

(d) Exempt Offering. The offer, sale and issuance of the Groundfloor Common Stock are and will be exempt from the registration and prospectus delivery requirements of the Securities Act, and from the registration and qualification requirements of all applicable State Securities Laws.

(e) Approvals. All consents, approvals, orders or authorizations of, or registrations, qualifications, designations, declarations or filings with, any governmental authority or any other person, required on the part of the Company in connection with the valid execution and delivery of this Agreement, the offer, sale and issuance of the Groundfloor Common Stock, and the consummation of any other transaction contemplated hereby, shall have been obtained.

6. Legends. The Company will place appropriate legends on the instruments representing the Groundfloor Common Stock (if any are issued) as required by applicable State Securities Laws, including a legend in form substantially as follows:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT") AND MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS AND UNTIL REGISTERED UNDER THE ACT OR, IN THE OPINION OF COUNSEL SATISFACTORY TO THE ISSUER OF THESE SECURITIES, SUCH OFFER, SALE OR TRANSFER, PLEDGE OR HYPOTHECATION OTHERWISE COMPLIES WITH THE ACT.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A LOCK UP PERIOD OF UP TO 180 DAYS FOLLOWING THE EFFECTIVE DATE OF A REGISTRATION STATEMENT OF THE COMPANY FILED UNDER THE ACT, AS SET FORTH IN AN AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH LOCK UP PERIOD IS BINDING ON TRANSFEREES OF THESE SHARES.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER HELD BY THE ISSUER OR ITS ASSIGNEE(S) AS SET FORTH IN THE COMMON STOCK SUBSCRIPTION AGREEMENT BETWEEN THE ISSUER AND THE ORIGINAL HOLDER OF THESE SHARES, A COPY OF WHICH MAY BE OBTAINED AT THE PRINCIPAL OFFICE OF THE ISSUER. SUCH TRANSFER RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES."

7. Brokers. Investor has not entered into any agreement to pay any broker's or finder's fee to any person with respect to this Agreement or the transactions contemplated hereby.
8. Survival. All representations, warranties and covenants contained in this Agreement shall survive the acceptance of the subscription by the Company and the consummation of the subscription.
9. Waiver, Amendment. Neither this Agreement nor any provisions hereof shall be amended or waived except either (a) with the written consent of the Company and the holders of a majority of the principal amount of Groundfloor Common Stock then outstanding or (b) in a writing by the party or parties against whom such amendment or waiver is sought to be enforced.
10. Successors and Assigns. The provisions of this Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.
11. Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Georgia without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Georgia to the rights and duties of the parties.
12. Entire Agreement. This Agreement and the Groundfloor Common Stock constitute the entire agreement between the parties regarding the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations and understandings of the parties.
13. Counterparts. This Agreement may be executed in two or more facsimiles and/or counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, Investor has executed this Subscription Agreement this 5 day of March, 2020.

IF AN INDIVIDUAL:

Signature of Investor

Address of Investor:

Print Name

State of Residency

IF AN ENTITY:

/s/ K. Jamieson
Signature of Authorized Representative

Address of Entity:

Jamieson Financials

Print Name

110 Jabez Street

Suite 1093

Chief Executive Officer
Title

Newark, NJ 07105

NJ

State of Principal Place of Business

SUBSCRIPTION ACKNOWLEDGED AND ACCEPTED:

GROUND FLOOR FINANCE, INC.

Exhibit 3.3**GROUNDFLOOR FINANCE, INC.****VOTING AGREEMENT**

THIS VOTING AGREEMENT (the “**Agreement**”) is made and entered into as of this 5 day of March, 2020, by and among **GROUNDFLOOR FINANCE, INC.**, a Georgia corporation (the “**Company**”), and CEO, Kamille Jamieson of Jamieson Financials LLC, an individual (the “**Shareholder**”).

WITNESSETH

WHEREAS, the Shareholder is purchasing shares of the Company’s Common Stock (the “**Common Stock**”), pursuant to that certain Common Stock Subscription Agreement (the “**Subscription Agreement**”) of even date herewith (the “**Offering**”); and

WHEREAS, the obligations in the Subscription Agreement are conditioned upon the execution and delivery of this Agreement; and

WHEREAS, in connection with the consummation of the Offering, the Shareholder has agreed to provide for the future voting of such Shareholder’s Common Stock as set forth below.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Shareholder and the Company hereto agree as follows:

AGREEMENT**1. VOTING.****1.1 Shareholder Shares.**

(a) The Shareholder agrees to hold all shares of voting Common Stock of the Company registered in such Shareholder’s respective name or beneficially owned by such Shareholder as of the date hereof and any and all other Common Stock of the Company legally or beneficially acquired by the Shareholder after the date hereof (hereinafter collectively referred to as the “**Shareholder Shares**”) subject to, and to vote the Shareholder Shares in accordance with and subject to the provisions of this Agreement.

1.2 Election of Directors. On all matters relating to the election and removal of directors of the Company, the Shareholder agrees to vote all Shareholder Shares (or the Shareholder shall consent pursuant to an action by written consent of the holders of capital stock of the Company) so as to elect members of the board of directors of the Company (the “**Board**”) as follows:

(a) At each election of directors in which the holders of Common Stock, voting as a separate class, are entitled to elect directors of the Company, the Shareholder shall vote all of their respective Shareholder Shares so as to elect each of Brian Dally and Nick Bhargava (each, a “**Founder**”, and collectively, the “**Founders**”) to be directors of the Company for so long as each person shall hold or beneficially hold at least 5% of the voting stock of the Company. Any vote taken to remove any director elected pursuant to this Section 1.2(a), or to fill any vacancy created by the resignation, removal or death of a director elected pursuant to this Section 1.2(a), shall also be subject to the provisions of this Section 1.2(a).

(b) In the event that any Founder ceases to serve as a director as set forth in Section 1.2(a), the Shareholder agrees to vote its Shareholder Shares for the removal of such director at the request of a majority of the members of the Board excluding the director to be removed.

1.3 No Liability for Election of Recommended Director. None of the parties hereto and no officer, director, stockholder, partner, employee or agent of any party makes any representation or warranty as to the fitness or competence of the nominee of any party hereunder to serve on the Board of Directors by virtue of such party's execution of this Agreement or by the act of such party in voting for such nominee pursuant to this Agreement.

1.4 Successors. The provisions of this Agreement shall be binding upon the successors in interest to any of the Shareholder Shares. The Company shall not permit the transfer of any of the Shareholder Shares on its books unless and until the person to whom such security is to be transferred shall have executed a written agreement, substantially in the form of this Agreement, pursuant to which such person becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such person were a Shareholder, as applicable.

1.5 Other Rights. Except as provided by this Agreement or any other agreement entered into in connection with the Offering, the Shareholder shall exercise the full rights of a holder of capital stock of the Company with respect to the Shareholder Shares.

1.6 Approved Sale; Offering.

(a) In the event that (i) the Board and (ii) the holders of a majority of the outstanding shares of Common Stock then held by the Founders and (iii) the holders of a majority of the outstanding shares of Series A Stock and any other classes of shares provided for in the Company's Second Amended and Restated Certificate of Incorporation, as amended or restated (together, the "**Requisite Holders**") approve any act or transaction described in Section 3.3 of the Company's Second Amended and Restated Certificate of Incorporation, as amended or restated (an "**Approved Sale**"), (x) if the Approved Sale is structured as a merger or consolidation of the Company, or a sale of all or substantially all of the Company's assets, the Shareholder agrees to be present, in person or by proxy, at all meetings for the vote thereon, to vote all shares of capital stock held by such person for, or in connection with any solicitation of written consents from the stockholders of the Company, and raise no objections to such Approved Sale, and to waive and refrain from exercising any dissenters rights, appraisal rights or similar rights in connection with such merger, consolidation or asset sale or (y) if the Approved Sale is structured as a sale of the stock of the Company, the Shareholder agrees to sell the Shareholder Shares on the terms and conditions approved by the Requisite Holders. Subject to the foregoing, the Shareholder shall each take all necessary and desirable actions approved by the Requisite Holders in connection with the consummation of the Approved Sale, including the execution of such agreements and such instruments and other actions reasonably necessary to (1) provide the representations, warranties, indemnities, covenants, conditions, non-compete agreements, escrow agreements and other provisions and agreements relating to such Approved Sale and (2) effectuate the allocation and distribution of the aggregate consideration upon the Approved Sale.

(b) In the event that the Requisite Holders approve a debt or equity financing of the Company (an "**Approved Offering**"), the Shareholder agrees to vote all Shareholder Shares held by such Shareholder at any meeting of the stockholders of the Company, however called, or in connection with any solicitation of written consents from the stockholders of the Company, in favor of the Approved Offering. Subject to the foregoing, the Shareholder shall take all necessary and desirable actions approved by the Requisite Holders in connection with the consummation of the Approved Offering.

1.7 Voting Covenants. With respect to all matters presented to the Company's stockholders, the Shareholder shall vote all of the Shareholder Shares (or shall consent pursuant to an action by written consent of the holders of capital stock of the Company) in the same manner and in the same proportion as shares of such class (with respect to shares of the Company's Common Stock) that are held by shareholders who are providing services to the Company as an officer or employee.

1.8 Irrevocable Proxy. To secure the Shareholder's obligations to vote the Shareholder Shares in accordance with this Agreement, the Shareholder hereby appoints the Chief Executive, President or Secretary of the Company, or any of them from time to time, or their designees, as the Shareholder's true and lawful proxy and attorney, with the power to act alone and with full power of substitution, to vote all of the Shareholder Shares as set forth in this Agreement and to execute all appropriate instruments consistent with this Agreement on behalf of such Shareholder if, and only if, such Shareholder fails to vote all of the Shareholder Shares or execute such other instruments in accordance with the provisions of this Agreement within five (5) days of the Company's or any other party's written request for the Shareholder's written consent or signature. The proxy and power granted by the Shareholder pursuant to this Section are coupled with an interest and are given to secure the performance of such party's duties under this Agreement. Each such proxy and power will be irrevocable for the term hereof. The proxy and power, so long as any party hereto is an individual, will survive the death, incompetency and disability of such party or any other individual holder of the Common Stock and, so long as any party hereto is an entity, will survive the merger or reorganization of such party or any other entity holding the Shareholder Shares.

2. TERMINATION.

2.1 This Agreement shall continue in full force and effect from the date hereof until the date of the closing of a firmly underwritten public offering of the Common Stock pursuant to a registration statement filed with the Securities and Exchange Commission, and declared effective under the Securities Act of 1933, as amended, that results in the Company's Series A Stock being converted into Common Stock;

2.2 Notwithstanding anything in Section 2.1 to the contrary, if this Agreement is terminated automatically pursuant to Section 2.1, then the obligations of the Shareholder under Sections 1.6, 3.3, 3.4 and 3.13 shall survive such termination.

3. MISCELLANEOUS.

3.1 Ownership. The Shareholder represents and warrants to the Company that (a) such Shareholder owns the Shareholder Shares free and clear of liens or encumbrances, and has not, prior to or on the date of this Agreement, executed or delivered any proxy or entered into any other voting agreement or similar arrangement other than one which has expired or terminated prior to the date hereof, and (b) the Shareholder has full power and capacity to execute, deliver and perform this Agreement, which has been duly executed and delivered by, and evidences the valid and binding obligation of the Shareholder enforceable in accordance with its terms.

3.2 Further Action. If and whenever any Shareholder Shares are sold, the Shareholder or the personal representative of the Shareholder shall do all things and execute and deliver all documents and make all transfers, and cause any transferee of the Shareholder Shares to do all things and execute and deliver all documents, as may be necessary to consummate such sale consistent with this Agreement.

3.3 Specific Performance. The parties hereto hereby declare that it is impossible to measure in money the damages which will accrue to a party hereto or to their heirs, personal representatives, or assigns by reason of a failure to perform any of the obligations under this Agreement and agree that the terms of this Agreement shall be specifically enforceable. If any party hereto or his heirs, personal representatives, or assigns institutes any action or proceeding to specifically enforce the provisions hereof, any person against whom such action or proceeding is brought hereby waives the claim or defense therein that such party or such personal representative has an adequate remedy at law, and such person shall not offer in any such action or proceeding the claim or defense that such remedy at law exists.

3.4 Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Georgia, and shall be binding upon the parties hereto in the United States and worldwide. Each of the parties hereto irrevocably consents to the exclusive jurisdiction and venue of any federal or state court within the State of Georgia in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein or any other matter relating to the equity interests of the Shareholder in the Company (whether based on breach of contract, tort, breach of duty or any other theory), agrees that process may be served upon it in any manner authorized by the laws of the State of Georgia for such persons and waives and covenants not to assert or plead any objection that they might otherwise have to jurisdiction, venue and such process. Each party agrees not to commence any legal proceedings based upon or arising out of this Agreement or the matters contemplated herein or any other matter relating to the equity interests of the Shareholder in the Company (whether based on breach of contract, tort, breach of duty or any other theory) except in such courts.

3.5 Amendment or Waiver. This Agreement may be amended or modified (or provisions of this Agreement waived) only upon the written consent of the Company. Any amendment or waiver so effected shall be binding upon the Company, each of the parties hereto and any assignee of any such party.

3.6 Severability. In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

3.7 Successors and Assigns. The provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, assigns, heirs, executors and administrators and other legal representatives.

3.8 Additional Shares. In the event that subsequent to the date of this Agreement any shares or other securities are issued on, or in exchange for, any of the Shareholder Shares by reason of any stock dividend, stock split, combination of shares, reclassification or the like, such shares or securities shall be deemed to be Shareholder Shares for purposes of this Agreement.

3.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one instrument.

3.10 Waiver. No waivers of any breach of this Agreement extended by any party hereto to any other party shall be construed as a waiver of any rights or remedies of any other party hereto or with respect to any subsequent breach.

3.11 Delays or Omissions. It is agreed that no delay or omission to exercise any right, power or remedy accruing to any party, upon any breach, default or noncompliance by another party under this Agreement shall impair any such right, power or remedy, nor shall it be construed to be a waiver of any such breach, default or noncompliance, or any acquiescence therein, or of or in any similar breach, default or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent or approval of any kind or character on any party's part of any breach, default or noncompliance under this Agreement or any waiver on such party's part of any provisions or conditions of the Agreement must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement by law, or otherwise afforded to any party, shall be cumulative and not alternative.

3.12 Costs and Attorney's Fees. To the extent permitted by applicable law, in the event that any action, suit or other proceeding is instituted based upon or arising out of this Agreement or the matters contemplated herein or any other matter relating to the equity interests of the Shareholder in the Company (whether based on breach of contract, tort, breach of duty or any other theory), the prevailing party shall recover all of such party's costs (including, but not limited to expert witness costs) and reasonable attorneys' fees incurred in each such action, suit or other proceeding, including any and all appeals or petitions therefrom.

3.13 Notices. All notices required in connection with this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient; if not, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written notification of receipt. All communications shall be sent to the address appearing on the books of the Company or at such other address or electronic mail address as such party may designate by 10 days advance written notice to the other parties hereto.

3.14 Entire Agreement. This Agreement and the Exhibits hereto, along with the Subscription Agreement and the other documents delivered pursuant thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and no party shall be liable or bound to any other in any manner by any oral or written representations, warranties, covenants and agreements except as specifically set forth herein and therein. Each party expressly represents and warrants that it is not relying on any oral or written representations, warranties, covenants or agreements outside of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this VOTING AGREEMENT as of the date first above written.

SHAREHOLDER:

By:
Name:

/s/

K. Jamieson, CEO
CEO, Kamille Jamieson of Jamieson Financials LLC

3/5/2020