

EarlyBird Crypto Limited Early Access Terms and Conditions (“Terms”)

PROMOTION DESCRIPTION:

Existing EarlyBird Central Inc. (“EarlyBird”) customers with at least \$100 in their collective custodial accounts (“Invitees”) are being invited to the EarlyBird Crypto Limited Early Access Program (the “Program”), through which they can earn a \$30 early access bonus (the “Existing Customer Bonus”) and a \$100 referral bonus (the “Existing Customer Referral Bonus”), subject to the Terms. During the Promotional Period (as defined below), EarlyBird will continually invite existing customers to join the Waitlist as they become eligible Invitees.

In order to receive the Existing Customer Bonus, an Invitee must successfully launch a crypto wallet through EarlyBird during the Promotional Period. In order to receive the Existing Customer Referral Bonus, at least three individuals referred by the Invitee each must, using the Invitee’s referral link, successfully launch a crypto wallet through EarlyBird during the Promotional Period. Each Invitee is limited to one Existing Customer Bonus and one Existing Customer Referral Bonus, and no additional credit will be given for more than three referrals.

Individuals that Invitees refer to join the Program (“Referees”) can earn a \$25 sign up bonus (the “Waitlist Sign-Up Bonus”) and a \$50 referral bonus (the “Waitlist Referral Bonus”), subject to the Terms. In order to earn the Waitlist Sign-Up Bonus, the Referee must successfully launch a crypto wallet through EarlyBird during the Promotional Period. In order to receive the Waitlist Referral Bonus, at least three individuals referred by the Referee each must, using the Referee’s referral link, successfully launch a crypto wallet through EarlyBird during the Promotional Period. Each Referee is limited to one Referee Sign-Up Bonus and one Secondary Referral Bonus, and no additional credit will be given for more than three referrals.

In order to receive either the Existing Customer Bonus, Existing Customer Referral Bonus, the Waitlist Sign-Up Bonus, or the Waitlist Referral Bonus (each a “Bonus” and collectively the “Bonuses”), participants must meet all eligibility criteria and Terms during the designated timeframes. EarlyBird expressly reserves the right to modify, amend, and change the eligibility criteria and Terms of the Program, in its sole discretion, including the amount of the Bonuses and the duration of the Promotional Period. Any such modification, amendment, or change will be effective upon EarlyBird’s updating of these Terms.

All Bonuses will be provided in the form of a credit that can be used to purchase cryptocurrency to deposit into the custodial account of the Invitee’s or Referee’s choosing. For full terms and conditions regarding the manner in which Bonuses can be redeemed, please see below.

PROMOTIONAL PERIOD:

The “Promotion Period” will run from January 25, 2022 at 9:00 Eastern Standard Time until March 31st, 2022 at 11:59 Eastern Daylight Savings Time (the “Promotional Period”). EarlyBird will begin inviting Invitees to the Waitlist on January 25, 2022 at 9:00 ET. Beginning on February 12, 2022 at 9:00 A.M. ET, EarlyBird will allow Invitees and Referees early access to EarlyBird’s

cryptocurrency features. EarlyBird intends to end the early access period and Program on March 31, 2022 at 11:59 P.M. ET.

EarlyBird reserves the right to change the Promotion Period at any time in its sole discretion.

ELIGIBILITY:

The Program is offered by EarlyBird, an SEC-registered investment adviser. The Program is open to legal residents of the United States, including the District of Columbia and legal territories, but not where prohibited by law, who are at least 18 years of age or the age of majority in their jurisdiction of residence at time of entry. The Program is void where prohibited.

In order to be eligible for a Bonus, each Invitee or Referee must complete the prerequisites described in the Program Description and the How to Participate in the Program sections, as well as all other conditions and prerequisites contained in these Terms. Invitees and Referees must also complete Know Your Customer ("KYC") screening done in partnership with Gemini Trust Company, LLC. If a participant cannot pass the KYC screening, he or she will not be eligible to join the Program or receive any Bonuses.

Anyone who earns a Bonus under this promotion will only receive such Bonus if their EarlyBird account is in good standing with EarlyBird at all times between meeting the eligibility criteria and the time the Bonus is issued. EarlyBird defines an account in good standing as an EarlyBird user that has not been suspended or had suspicious or fraudulent activity, as determined by EarlyBird in its sole discretion.

By participating in the Program, each participant unconditionally accepts and agrees to comply with and abide by these Terms and the decisions of EarlyBird, which shall be final and binding in all respects. The Program is void where prohibited or restricted by applicable law, and all applicable federal, state, and local laws and regulations apply.

By entering the Program, you agree to EarlyBird's use of your personal information as described in EarlyBird's [Privacy Policy](#). In addition, customers who choose to participate in the Program must comply with EarlyBird's [Terms of Use](#) and other applicable terms, rules, guidelines, and agreements. Failure to comply with such terms will render a participant ineligible, and EarlyBird reserves the right to immediately disable and terminate the participant from the Program.

HOW TO PARTICIPATE IN THE PROGRAM:

In order to receive the Existing Customer Bonus, an Invitee must successfully launch a crypto wallet through EarlyBird during the Promotional Period. In order to receive the Existing Customer Referral Bonus, at least three individuals referred by the Invitee each must, using the Invitee's referral link, successfully launch a crypto wallet through EarlyBird during the Promotional Period. Each Invitee is limited to one Existing Customer Bonus and one Existing Customer Referral Bonus, and no additional credit will be given for more than three referrals..

In order to earn the Waitlist Sign-Up Bonus, the Referee must successfully launch a crypto wallet through EarlyBird during the Promotional Period. In order to receive the Waitlist Referral Bonus, at least three individuals referred by the Referee each must, using the Referee's referral link, successfully launch a crypto wallet through EarlyBird during the Promotional Period. Each Referee is limited to one Referee Sign-Up Bonus and one Secondary Referral Bonus, and no additional credit will be given for more than three referrals.

All Bonuses will be provided in the form of a credit that must be used through EarlyBird and invested into a custodial account of the Invitee's or Referee's choosing. Currently, Bonuses can only be redeemed as automated buys of Bitcoin or Ethereum, and Bonuses cannot be split into multiple buys (*e.g.*, participants cannot split Bonuses into 50% Bitcoin and 50% Ethereum). EarlyBird expressly reserves the right to alter, modify, remove, and change the cryptocurrencies available at any time during or after the Promotional Period.

NOTIFICATION:

Participants will be notified by email using the email address provided when the individual signed up for EarlyBird and to the Waitlist.

EarlyBird shall have no liability for any notification that is lost, intercepted, or not received by the individual for any reason. If any individual does not respond to such notification within the time specified by EarlyBird in the notification, or if the individual notification is returned as undeliverable, such individual will forfeit his or her potential Bonus. If any individual is found to be ineligible, or if he or she has not complied with these Terms or declines a Bonus for any reason, such individual will be disqualified from participating in the Program.

GENERAL BONUS CONDITIONS:

All Bonuses will be provided in the form of a credit that must be used through EarlyBird and invested into a custodial account of the Invitee's or Referee's choosing. Currently, Bonuses can only be redeemed as automated buys of Bitcoin or Ethereum, and Bonuses cannot be split into multiple buys (*e.g.*, participants cannot split Bonuses into 50% Bitcoin and 50% Ethereum). EarlyBird expressly reserves the right to alter, modify, remove, and change the cryptocurrencies available during or after the Program and Promotional Period. During the Program and Promotional Period, EarlyBird's cryptocurrency features and offerings may not have full functionality. Bonuses cannot be withdrawn from a crypto wallet until the Program ends and EarlyBird's cryptocurrency features are fully functional.

All details and other restrictions of the Bonuses not specified in these Terms will be determined by EarlyBird in its sole discretion. No cash alternative or substitution of Bonuses will be allowed, except EarlyBird reserves the right in its sole discretion to substitute Bonuses of comparable value.

A Bonus will be awarded only if the eligible individual fully complies with these Terms and EarlyBird's Terms of Use. The eligible individual may be required to execute an Affidavit of

Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Bonus Claim Documents"). If any eligible individual fails or refuses to sign and return any required Bonus Claim Documents within the time period specified in the invitation to participate in the Program, the eligible individual may be disqualified. Each individual shall be solely responsible for all federal, state, and/or local laws and taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable Bonus.

DISCLAIMER:

EarlyBird makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Bonus furnished in connection with the Program.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY SUCH BONUS IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND EARLYBIRD HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT.

RISKS:

There are material risks associated with using, owning, acquiring, or transferring digital currencies involved in the Program and EarlyBird's features, including but not limited to:

- digital currencies are not backed by the government, and accounts and value balances are not subject to Federal Deposit Insurance Corporation or Securities Investor Protection Corporation protections;
- legislative and regulatory changes or actions at the state, federal, or international level as applied to cryptocurrencies, e.g., Bitcoin, may adversely affect the use, transfer, exchange, and value of digital currencies;
- financial intermediaries who Earlybird relies on such as Gemini Trust Company, LLC as well as the blockchain networks accessed by these intermediaries (such as the Bitcoin or Ethereum Blockchains on which the crypto assets are distributed), currently are relatively undeveloped and untested and are likely to rapidly evolve. Legislative and regulatory changes may vary and may conflict among international, federal, state and local jurisdictions and the potential applications of existing regulations remain subject to significant uncertainty in many respects. In addition, various legislative and executive bodies in the United States and other countries may in the future adopt new laws, regulations, guidance, or other actions (including applying existing laws and regulations in ways that are adverse), which may severely impact the ability to access the digital currencies, and the structure, rights, value and transferability of the digital currencies could be impacted;
- the nature of digital currency may lead to an increased risk of fraud or cyberattack;
- EarlyBird does not own or control the underlying software protocols which govern the operation of digital currency and any technological difficulties experienced by EarlyBird

or Gemini Trust Company, LLC may prevent the access or use of a customer's digital currency;

- a person or entity that accepts digital currency as payment today might not continue to do so in the future; and
- the value of digital currency may be derived from the continued willingness of market participants to exchange fiat currency for digital currency;
- The value of digital currencies such as Bitcoin and Ether have historically been subject to dramatic fluctuations and are highly volatile, and the market price of the digital currencies may also be highly volatile. Several factors may influence the market price of the digital currencies, of which Earlybird has no control or influence over.

Individuals who participate in the Program acknowledge and accept the risks associated with digital currency and agree that EarlyBird is not liable for any loss of value that may be experienced as a result of changes in digital currency operating rules.

IMPORTANT DISCLOSURES AND ADDITIONAL INFORMATION

This promotion is a limited time offer. Advisory services are offered by EarlyBird, an SEC-registered investment advisor. Investing involves risk and investments may lose value, including the loss of principal. Please consider your objectives, risk tolerance, and EarlyBird's fees before investing. Past performance is not a guarantee of future results. EarlyBird reserves the right to restrict, revoke or change this offer at any time at its discretion. EarlyBird may provide other offers to other customers during the same promotional period. EarlyBird is not responsible for any failure on your part to maintain your account in good standing or otherwise meet the eligibility requirements for this promotion. For the avoidance of doubt, if either you or the customer to whom you refer is ineligible for a Bonus under this promotion, you will not receive the Bonus. Bonuses are made at the sole discretion of EarlyBird.

REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:

Each individual who participates in the Program represents and warrants as follows: (i) he or she will not violate or infringe upon the intellectual property rights or other rights of any third party; and (ii) he or she will not violate any applicable laws with respect to the Program or EarlyBird's cryptocurrency features. Each individual hereby agrees to indemnify and hold EarlyBird harmless from and against any and all claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations, or agreements of the individual hereunder.

PUBLICITY RELEASE:

By participating in the Program, you agree to EarlyBird's use of your personal information as described in EarlyBird's [Privacy Policy](#) and as described in these Terms. By participating in the Program, in addition to any other rights which may be granted in any other agreement entered into between EarlyBird and any individual of the Program, each individual irrevocably grants

EarlyBird and its respective successors, assigns, and licensees, the right to use such individual's name, likeness, biographical information, and testimonials in any and all media for any purpose, including without limitation, advertising and promotional purposes as well as in, on or in connection with, the Program or other promotions, and hereby release EarlyBird from any liability with respect thereto. Each individual also agrees to provide express permission for EarlyBird to publicize the individual's participation in the Program.

COLLECTED INFORMATION:

EarlyBird will use the information collected from an individual for administering the Program and for marketing purposes consistent with EarlyBird's [Privacy Policy](#). In addition, communications received by individuals from, or on behalf of EarlyBird, will be subject to EarlyBird's [Privacy Policy](#). EarlyBird uses commercially reasonable efforts to comply with all applicable laws, including the federal CAN-SPAM Act and the Telephone Consumer Protection Act, and individuals may subsequently opt-out of receiving further email or SMS messages by following the opt-out instructions contained in the emails or SMS messages sent by or on behalf of EarlyBird. Any questions regarding privacy matters should be directed to the address set out in EarlyBird's [Privacy Policy](#). Please refer to EarlyBird's [Privacy Policy](#) for important information regarding EarlyBird's collection, use, and disclosure of personal information.

GENERAL LIABILITY RELEASE/FORCE MAJEURE:

Each individual agrees that EarlyBird (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death, and bodily injury, due in whole or in part, directly or indirectly, to participation in the Program or any Program-related activity, or from individuals' acceptance, receipt, possession, and/or use or misuse of any Bonus, and (B) have not made any warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any Bonus, including, without limitation, to such bonus's quality or fitness for a particular purpose.

EarlyBird assumes no responsibility for any damage to an individual's, or any other person's, computer system, or smartphone which is occasioned by participating in the Program, or for any computer system, smartphone, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions, or network connections that are human or technical in nature. Without limiting the generality of the foregoing, EarlyBird is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, or intercepted notifications; or for lost, interrupted, inaccessible, or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, or cable transmissions; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. EarlyBird reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Program or otherwise acting in violation of these Terms, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Program, or to annoy,

abuse, threaten, or harass any other person, and EarlyBird reserves the right to seek damages and other remedies from any such individual to the fullest extent permitted by law.

EarlyBird reserves the right to modify, extend, suspend, or terminate the Program if it determines, in its sole discretion, that the Program is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions, or other causes beyond EarlyBird's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play, and/or feasibility of the Program as contemplated herein.

In the event an insufficient number of individuals have signed up to the Waitlist and/or EarlyBird is prevented from awarding Bonuses or continuing with the Program as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural, or man-made epidemic or pandemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within EarlyBird's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, EarlyBird shall have the right to modify, suspend, extend, or terminate the Program.

EarlyBird may terminate the Program at any time and for any reason within EarlyBird's sole discretion without providing any prior notice to individuals. Only the type and quantity of Bonuses described in these Terms will be awarded. These Terms cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of EarlyBird. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

For more information on the legal considerations and compliance implemented by Earlybird, please visit the legal webpage at: <https://www.getearlybird.io/legal>

WAIVER OF EQUITABLE RELIEF:

Each individual acknowledges that, with respect to any claim by an individual relating to or arising out of EarlyBird's actual or alleged exploitation or use of any material submitted in connection with the Program, the damage, if any, thereby caused to the applicable individual will not be irreparable or otherwise sufficient to entitle such the individual to seek injunctive or other equitable relief and the individual's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

NO OBLIGATION TO ISSUE AN INVITATION TO PARTICIPATE IN THE PROGRAM:

EarlyBird shall have no obligation (express or implied) to invite any individual to join the Waitlist or to participate in the Program in any way, and individuals shall not be entitled to any damages or other relief by reason thereof.

DATES & DEADLINES:

EarlyBird reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Terms or otherwise governing the Program.

FURTHER DOCUMENTATION:

If EarlyBird shall desire to secure additional assignments, certificates of engagement, or other documents as EarlyBird may reasonably require in order to effectuate the purposes and intents of these Terms, then each individual agrees to sign the same upon EarlyBird's request therefor.

GOVERNING LAW/JURISDICTION:

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION, AND ENFORCEABILITY OF THESE TERMS OR THE RIGHTS AND OBLIGATIONS OF INDIVIDUALS OR EARLYBIRD IN CONNECTION WITH THE PROGRAM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

IN ORDER TO APPLY FOR OR PARTICIPATE IN THE PROGRAM YOU AGREE THAT ANY CLAIM OR DISPUTE SHALL BE RESOLVED IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS, AND YOU SUBMIT TO THE PERSONAL JURISDICTION OF THAT COURT. IF SUBJECT MATTER JURISDICTION (INCLUDING DIVERSITY JURISDICTION) DOES NOT EXIST IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR ANY SUCH CLAIM, THEN THE EXCLUSIVE FORUM AND VENUE FOR ANY SUCH ACTION SHALL BE THE COURTS OF ILLINOIS AND YOU SUBMIT TO THE PERSONAL JURISDICTION OF THAT COURT.

QUESTIONS:

Any questions regarding these Terms may be emailed to: support@getearlybird.io.