

PROMOTIONAL PROGRAM TERMS AND CONDITIONS – EarlyBird

EarlyBird Central Inc. (“EarlyBird”) is an investment adviser registered with the U.S. Securities and Exchange Commission. Please visit <https://www.getearlybird.io/legal> to learn more about the terms and conditions that may apply to your use of our services.

EarlyBird may offer limited-time promotional referral programs (the “Promotional Programs”) to thank our eligible existing EarlyBird customers (“referrers”) and to welcome our new customers (“referees”) to EarlyBird. For purposes of this Policy, the term “referee” means an eligible individual who opens a new EarlyBird account and who did not previously have either an open or closed EarlyBird account at the time of the referral.

All Promotional Programs are subject to these terms and conditions (the “Terms”). By participating in a Promotional Program, you consent to these Terms and any updates that we may make to these Terms from time to time. Please also review carefully the specific terms to the individual Promotional Programs in which you enter, whether such terms are included below or provided separately. All such applicable terms shall be incorporated into these Terms.

PROMOTIONAL PROGRAMS:

Please return to this page regularly to discover new Promotional Programs that may become available or to learn about changes to existing Promotional Programs.

The EarlyBird Referral Program

When an eligible EarlyBird Customer refers a new EarlyBird Customer who completes and successfully funds a new EarlyBird account using the referrer’s unique referral link, both the referrer and the referee will receive a promotional EarlyBird credit equal to the amount identified in the unique referral link (the “Reward”), subject to these Terms and the eligibility requirements identified below. The Reward is subject to availability or modification at EarlyBird’s discretion and may be substituted for a comparable reward.

Each new EarlyBird Customer referred must complete and fund their account, and both accounts (referrer’s account and referee’s account) must be in good standing and the referral must be approved by EarlyBird.

Referrer Eligibility

An existing EarlyBird Customer with a funded account in good standing may be eligible for a Reward when: 1) a new EarlyBird Customer uses their unique referral link to sign up for a new EarlyBird account; 2) that Customer opens a holding or custodial account for their child; 3) Their account meets Know Your Customer (KYC) criteria and is approved by EarlyBird; 4) the referee successfully funds their account and those funds settle for at least 24 hours; and 5) your account is in good standing for 30 days after the referee’s account has been successfully funded. You must keep your account open and in good standing with EarlyBird at all times between meeting the eligibility criteria and the reward being distributed. 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, has successfully paid all management fees, has not had a

transaction returned and has not made a withdrawal. If you close your EarlyBird account or make it known that is your plan of action on or before the reward is distributed, or make any investment that results in returned funds, you will not qualify for this reward. The reward will be distributed to the referrer 30 days after the referee has successfully funded their account and the eligibility criteria is met. Gifting accounts are not eligible for referral rewards. There is no limit to the number of referral rewards a customer can earn. In addition to the rights reserved in the General Terms below, EarlyBird reserves the right to 1) disqualify a user from the referral program at their discretion and 2) update these eligibility criteria at any time.

Referee Eligibility

A new EarlyBird Customer may be eligible to receive this Reward once you 1) Join EarlyBird as a new Customer using an eligible Customer's unique referral link; 2) complete the signup process; 3) open a holding or custodial account for your child; 4) your account meets Know Your Customer (KYC) criteria and is approved by EarlyBird; 5) successfully fund your account and those funds settle for at least 24 hours; and 5) the Customer who referred you is in good standing and their account is open. You must keep your account open and in good standing with EarlyBird at all times between meeting the eligibility criteria and the Reward being distributed. 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, has successfully paid all management fees, has not had a transaction returned and has not made a withdrawal. If you close your EarlyBird account or make it known that is your plan of action on or before the Reward is distributed, or make any investment that results in returned funds, you will not qualify for this Reward. The Reward will be distributed to the referee once their initial funding has successfully settled in their account for 24 hours and the eligibility criteria is met. A referee (new customer) can only receive one (1) new Customer referral Reward. The referral Reward cannot be combined with other new customer sign up credit rewards. In addition to the rights reserved in the General Terms below, EarlyBird reserves the right to 1) disqualify a user from the referral program at their discretion and 2) update these eligibility criteria at any time.

GENERAL TERMS:

The following general Terms are applicable to all Promotional Programs, unless otherwise stated in the specific terms to a particular Promotional Program. To the extent that there are any conflicting Terms, the specific terms to a particular Promotional Program shall control.

1. General Eligibility Requirements

In addition to any eligibility requirements disclosed under the specific terms of a particular Promotional Program noted above, the following requirements must be satisfied to receive any reward through the Promotional Program:

- a. Referrers must have EarlyBird Accounts that are in good standing and are responsible for sending no more than one invitation each to referees that you know personally, other than yourself, such as friends, family and known acquaintances using the referral link provided by EarlyBird; and

- b. Referees must complete and satisfy any account opening requirements using any designated Promotional Program or referral codes and must have EarlyBird Accounts in good standing. EarlyBird is not responsible for incorrect entry or other failure on the part of referees. Referees must not have a preexisting EarlyBird Account prior to receiving the Promotional Program invitation.

EarlyBird reserves the right to determine in our sole discretion whether an EarlyBird Account is closed and/or in good standing. If an EarlyBird Account is closed or not in good standing for any reason at any time, any Promotional Program rewards for which you are otherwise eligible will be forfeited and any Promotional Program rewards already disbursed may be revoked.

For either party to be eligible to earn a reward, both the referrer and the referee must meet these eligibility requirements.

2. *Compliance*

In connection with your participation in the Promotional Programs, you agree to the following restrictions:

- a. No spam: You agree that you will not “spam” anyone with referrals to join EarlyBird either by mass emailing, use of automated systems, bots, or automatic dialers, and you will not post Promotional Program links on websites or event or venue pages without the express consent from the owner or operator or any such websites or pages. You agree not to engage in or provide material support to any device or scheme that results in “spam” to referees.
- b. No misrepresentations: You agree that you will not attempt to mislead anyone in connection with the Promotional Programs. This includes, but is not limited to, creating fake accounts, profiles, links, or messages.
- c. No prohibited content: You agree that you will not use any defamatory, offensive, abusive, or obscene content in connection with the Promotional Programs. This includes, but is not limited to, content that violates someone else’s privacy and harassing content.
- d. No fraudulent activity: You agree not to defraud or abuse, or attempt to defraud or abuse, anyone in connection with the Promotional Programs. You agree to not engage in any activity that may be fraudulent, deceptive, or manipulative in connection with the Promotional Programs.
- e. No misuse of EarlyBird’s content: You agree not to sell Promotional Program links or create websites, email addresses, or social media with EarlyBird’s name, images, or content without EarlyBird’s express consent. EarlyBird’s content is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to law or regulation or which would subject EarlyBird or any of EarlyBird’s products or services to any authorization, registration, licensing or notification requirements within any

jurisdictions or outside those jurisdictions in which EarlyBird and its affiliates are licensed to operate.

Violation of any of these restrictions may result in termination of your eligibility to participate in the Promotional Programs and may, in EarlyBird's sole discretion, deny you any Promotional Program rewards earned in violation or suspected violation of these restrictions.

3. *Disclosure of Your Information.*

By choosing to participate in a Promotional Program, you expressly acknowledge and accept that referrers and/or referees may learn that you (whether as a referrer or referee) have an EarlyBird Account. Other information disclosed to referrers and/or referees as part of the Promotional Programs may include name, EarlyBird Account status, and information about rewards received under the Promotional Programs.

4. *Legal and Regulatory Requirements.*

You represent and warrant to EarlyBird that: (1) you are not subject to any statutory disqualification as set forth in sections 203(e) and 203(f) of the Investment Advisers Act of 1940 (the "Act"); (2) you are not currently the subject of any investigation or proceeding which could result in statutory disqualification under the Act; and (3) you do not have a "place of business" at which you regularly provide investment advisory services, solicit, meet with, or otherwise communicate with customers, or any other location that is held out to the general public as a location at which you provide investment advisory services, solicit, meet with, or otherwise communicate with customers in any U.S. state. If you cannot accurately make the preceding representations, you may not participate in any of the Promotional Programs. If you are currently participating in a Promotional Program and the preceding representations become inaccurate, you may no longer be eligible to participate in the Promotional Program.

The Promotional Programs are void where prohibited by law.

You agree to release, discharge, and hold EarlyBird and its respective directors, officers, employees, promotion agencies, and assigns harmless against any and all claims, damages, and liability caused, or claimed to be caused, by participation in any Promotional Program or use or redemption of any rewards.

EarlyBird assumes no responsibility for invitations sent by referrers, and EarlyBird assumes no responsibility for undeliverable email or text messages to referees. For referrers, by sending the invitation via text message, you represent that you have consent to send such text messages to each referee.

Rewards that you receive for participating in a Promotional Program may be taxable, so please consult your tax advisor if you have any questions about the tax implications to your personal situation.

5. *Changes to Promotional Programs and Program Terms.*

EarlyBird reserves the right to suspend, cancel, terminate, or modify any Promotional Program and/or these Terms at any time at its sole discretion. Please check these Terms regularly to confirm whether any changes have been made as indicated by the “Last Updated” date posted at the bottom of this page. If we make any material changes, we will notify you as may be required by law, such as by sending you an email to the address specified in your EarlyBird Account, prior to the changes take effect. Your continued participation in any Promotional Program after we make any changes to these Terms will demonstrate your acceptance of any such changes. If you do not accept any such changes, your sole and exclusive remedy is to cease participation in the Promotional Programs.

6. Other Promotional Program Information.

Investing involves risk, including loss of principal. The information shown here should not be considered a solicitation to buy, an offer to sell, or a recommendation for any security in any jurisdiction where such an offer, solicitation, or recommendation would be unlawful or unauthorized. Any preliminary information provided to prospective customers prior to EarlyBird agreeing to enter into an advisory relationship does not constitute investment advice and should not be relied on as such. The principal contributed to an account and any earnings thereon may lose value and are not FDIC-insured, bank guaranteed, insured by any federal government agency, or guaranteed by EarlyBird. Your investment advisory agreement with EarlyBird governs our investment advisory relationship with you, and these Terms do not in any way amend, supersede, change, or replace your investment advisory agreement.

EarlyBird reserves the right to deem users unqualified for a Promotional Program and / or change the criteria for qualifying for a Promotional Program at any time at our sole discretion. EarlyBird reserves the right to have different referral payout amounts for different users without notice. EarlyBird reserves the right to change or limit the amount of Promotional Program rewards you are eligible to receive at any time without notice. EarlyBird additionally reserves the right to refuse to cover any Promotional Program rewards if EarlyBird determines that such rewards were obtained under wrongful or fraudulent circumstances, were awarded to you in error, that inaccurate or incomplete information was provided in opening an account, or that any of these Terms have been violated.

By participating in the Promotional Programs, you undertake to perform your duties under these Terms in a manner consistent with these Terms, any and all of EarlyBird’s instructions to you, the provisions of the Act, and the Securities and Exchange Commission’s rules under the Act.

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