TERMS AND CONDITIONS Streetbeat Onboarding Bonus Terms and Conditions

YOUR PARTICIPATION IN THE STREETBEAT ONBOARDING BONUS (THE "<u>PROMOTION</u>") SERVES AS YOUR WILLFUL ACCEPTANCE OF AND AGREEMENT TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS PROMOTION (THE "<u>TERMS AND CONDITIONS</u>"). DO NOT PARTICIPATE IN THE PROMOTION IF YOU DO NOT AGREE WITH THE APPLICABLE TERMS & CONDITIONS. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

Streetbeat LLC ("<u>Streetbeat</u>") reserves the right to modify these Terms and Conditions, in whole or in part, at any time and in its sole discretion without notice to you, and you waive any right you may have to receive specific notice of any such modifications. These Terms and Conditions are subject to Streetbeat's interpretation and shall be applied by Streetbeat at its sole discretion.

<u>Eligibility</u>

Participants must be 18 years or older.

The Promotion is not open to persons who reside in any jurisdiction where Streetbeat is not authorized to do business or where its products and services would be contrary to the securities regulations, or other local laws and regulations of that jurisdiction. This Promotion offer is not transferable saleable, or valid in combination with other offers. This Promotion offer is not valid for any individual that opened or maintained an advisory account with Streetbeat at any point prior to the opening of a Qualified Account as defined herein. Streetbeat reserves the right, in its sole discretion, to disqualify any participant for any reason including for not complying with any or all of the terms of these Terms and Conditions or with any of the Agreements found at <u>https://streetbeat.com/disclosure-library</u>. Streetbeat reserves the right to revoke or extend this offer at any time without prior notice.

Promotion Details & Terms

The Promotion offer is available to all eligible participants who successfully open a Streetbeat advisory account (a "Qualified Account" and each eligible participant who opens a Qualified Account, a "Qualified Customer"). Qualified Accounts are subject at all times to the terms and conditions of Streetbeat's advisory agreement ("AA") and Terms of Use, which are incorporated by reference into these Terms and Conditions. If any of the terms of these Terms and Conditions conflict with any terms of the AA or Terms of Use, the AA and Terms of Use shall control unless otherwise expressly stated herein.

Upon successfully opening a Qualified Account, you will receive a Bonus (equal to \$10) in your Streetbeat account in the form of a cash deposit. During the reward redemption process, Streetbeat will randomly select a Streetbeat investment strategy in which to invest this cash

deposit. The random selection process of the initially chosen Streetbeat investment strategy *is not individually tailored to your circumstances*, and is not a recommendation to you. The cash deposit will be invested into the specific strategy using the proportions and allocations based on your customer Suitability Questionnaire. You will be presented the option to select a different Streetbeat investment strategy if you so choose, subject to available options. Qualified Customers are not required to place any trades prior to claiming the Bonus. Note that any portfolios or securities received as part of the Program may be subject to federal, state, and local income taxes, as well as capital gains taxes. Additionally, any portfolios or securities received as part of the Program will be subject to Streetbeat's Advisory Fee.

Any Bonus deposited into a Qualified Account pursuant to the Promotion must remain in the Qualified Account (minus any trading losses) for a minimum of 14 days ("Holding Period").

Tax Considerations

Any Bonus deposited by Streetbeat hereunder is a fixed cash value and does not constitute stock or any other security, nor is it a recommendation to buy any specific stock or other security. The value of any Bonus awarded hereunder may be taxable income to you. You are responsible for any federal or state taxes resulting from receipt of a Bonus. Please consult your tax advisor if you have questions about the tax treatment of a Bonus.

Governing Law

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of you and Streetbeat in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than in the State of California.

Miscellaneous

Investing involves risk. Information shown is strictly for illustrative and educational purposes only and 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 by Streetbeat to prospective customers prior to Streetbeat agreeing to enter into an advisory relationship does not constitute investment advice and should not be relied on as such. Investment products, Bonuses and other services are offered by Streetbeat, are not FDIC Insured, and may lose value. Participation in the Promotion does not constitute a solicitation of a security or a recommendation to buy, sell, or hold any given security. This is not an offer or solicitation in any jurisdiction where Streetbeat is not authorized to do business.

Streetbeat does not offer any warranties, and disclaims all warranties, express or implied, with regard to the Promotion. Streetbeat does not guaranty that its website or mobile app will be free of errors or interruptions. Streetbeat reserves the right to correct all typographical and other written errors in connection with the Promotion.

The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any provision of these Terms and Conditions are determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Streetbeat's failure to enforce any term of these Terms and Conditions will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Terms and Conditions. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the document or any provision hereof. Streetbeat reserves the right to revoke or extend this offer at any time.

If, in Streetbeat's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of this Promotion, or if any difficulties compromise the administration, security, fairness, integrity, or proper conduct of the Promotion, Streetbeat reserves the right to modify, cancel, or terminate this Promotion, in whole or in part, at any time without notice. In the event of time of war, national emergency, accident, dangerous weather conditions, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, epidemic, pandemic, or other matters beyond Streetbeat's reasonable control, Streetbeat has the right, in its sole discretion, to terminate the Promotion. Prompt notice of such action will be made to eligible participants.

<u>Caution</u>: Any attempt by a participant or any other individual to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws and should such an attempt be made, Streetbeat reserves the right to seek damages and/or other remedies from any such person to the fullest extent permitted by law. Streetbeat reserves the right to disqualify participants for any reason at any time.