## Streetbeat Refer-a-Friend Referral Disclosure Statement

#### Effective as of July 28, 2023 (the "Effective Date")

You have received a designated referral or promo code ("Code") to participate in this Refer-a-Friend program (the "Program"). In order to participate, you must open an advisory account ("Account") with Streetbeat LLC ("Streetbeat"), subject to the <u>Streetbeat Advisory</u> <u>Agreement</u> ("Advisory Agreement"), in accordance with these terms and conditions ("Program Terms"). Your referring friend who sent you a Code ("Referrer") must be a Streetbeat customer and has done so through this Program. This invitation does not constitute a statement of your friend's experience with, or endorsement of Streetbeat.

#### **Eligibility**

To participate in this Program and receive a subscription credit (a "Referral Credit") hereunder, you must be 18 years or older and reside in a jurisdiction where Streetbeat is authorized to do business. Additionally, you must complete the designated registration process for opening an Account and your Account must be approved and be and remain in good standing (as described below). Further, once approved for an account you must pay a subscription fee ("Subscription Fee") in order to receive advisory service"). To constitute an "Account" hereunder, you must complete the designated registration process for opening an Account by using your special designated Code included in your invitation, and Streetbeat must approve the opening of your Account.

Only one Referral Credit will be awarded for each person who opens an Account by using their designated Code. You will not earn a Referral Credit if you have an existing Account or if you do not use the correct Code. You must be able to personally identify the person who referred you and sent you the Code.

Streetbeat reserves the right to determine in its sole discretion whether an Account is closed and/or in good standing. An Account in good standing for purposes of this Program is an Account for which all required account opening documentation has been completed and verified, and is not locked, restricted, limited, terminated, or otherwise flagged in any way. If either Account is closed or not in good standing for any reason at any time, any Bonus will be forfeited.

Streetbeat reserves the right to disqualify anyone from the Program at any time. Anyone who violates these Program Terms is ineligible for a Referral Credit. Streetbeat reserves the right to change or cancel the Program at any time, and to change the eligibility for the Program at any time.

#### Free Trial Periods

Subject to these Program Terms, after you open and are approved for an Account and pay a Subscription Fee, Streetbeat will award you in the form of a Referral Credit. As shown in the

chart below, you will earn a Referral Credit in the form of a trial subscription credit ("Trial Credit").:

Referral Credit	Description
Trial Credit	Thirty (30) day Trial Subscription Period*

\*Trial Subscription Period means the number of days in a trial period in which a Friend may use the Streetbeat App (as defined below) and receive services from Streetbeat without paying any Fees. If there is already a free trial period applied to the account, the Free Trial Period will be reduced by the number of days the account has been using the free trial.

For each Eligible Referral, your Referral Credit will be delivered automatically to your Streetbeat Account.

### **Referral Invitations**

Any referral Codes that either (i) were received prior to the Effective Date where you have not as of the Effective Date created unique login credentials with Streetbeat (e.g. username and password), or (ii) are received on or after the Effective Date, will expire one-hundred and eighty (180) calendar days from the date that you create unique login credentials with Streetbeat (e.g. username and password). If your referral Code expires and you have not already created unique login credentials with Streetbeat (e.g. username and password), then you will be eligible to receive future referral Codes valid under this Program. If your referral Code expires after you have already created unique login credentials with Streetbeat (e.g. username and password), then you will not be eligible to receive any future referral Codes from (or earn a Referral Credit) under this Program.

#### **Changes To These Program Terms**

We may modify these Program Terms from time to time which will be indicated by changing the date at the top of this page. We will indicate that changes have been made by updating the "Effective Date" located above at the beginning of these Program Terms. If we make any material changes, we will notify you by email (sent to the email address specified in your Account), by means of a notice on the Streetbeat mobile app and website prior to the change becoming effective, or as otherwise required by law. Notwithstanding anything herein, we do not have to provide you with prior notice of any amendments to the Program that are beneficial to you. Your continued access to or use of the Program Terms, and you will be deemed to be aware of and bound to the revised Program Terms by your continued access to or participation in the Program. If you do not accept any such revisions or changes, your sole and exclusive remedy is to cease participation in the Program. The Program may be canceled at any time without notice to you.

# **Other Program Information**

The term "Streetbeat" refers to Streetbeat LLC. Streetbeat LLC is an SEC-registered investment adviser. You may view Streetbeat's Form ADV 2A Brochure, our Advisory Agreement and other customer agreements at <a href="https://streetbeat.com/disclosure-library">https://streetbeat.com/disclosure-library</a>. Streetbeat is not responsible for incorrect entry or other failures on your part to meet standards for qualifying for the Referral Credit specified hereunder. By choosing to participate in this Program, you are expressly acknowledging and agreeing that the individual who referred you to Streetbeat will be notified when you open an Account (as applicable), including updates as you complete the account opening process for either such account.

This Program is not valid with any other offers and any rewards are non-transferrable. This Program is available to U.S. residents only. Streetbeat reserves the right to terminate or amend this offer or the Program at any time and to refuse or recover any Referral Credit hereunder if Streetbeat determines that such Referral Credit was obtained under wrongful or fraudulent circumstances, or was awarded to you in error, or that you received this offer from Streetbeat in error, or that inaccurate or incomplete information was provided in opening your Account, or that any terms of your Advisory Agreement, Terms of Use, or the Program Terms have been violated.

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. Streetbeat does not offer any warranties, and disclaims all warranties, express or implied, with regard to the Program. Any preliminary information provided by Streetbeat to prospective customers prior to Streetbeat accepting a signed Advisory Agreement does not constitute investment advice and should not be relied on as such. Investment advice is only provided to Streetbeat, are not FDIC Insured, may lose value, and with respect to Referral Credits, do not have any transferable cash value. Streetbeat does not guaranty that the Streetbeat mobile applicable or website will be free of errors or interruptions. Streetbeat reserves the right to correct all typographical and other written errors in connection with the Program.

Streetbeat reserves the right to limit the amount of Referral Credit you are eligible to receive, and to refuse or recover any Referral Credit, or deem you ineligible for the Program, if Streetbeat determines that it was obtained under wrongful or fraudulent circumstances, or was awarded to you in error, or that inaccurate or incomplete information was provided in opening the account, or that any terms of the Additional Agreements or these Program Terms have been violated. Streetbeat reserves the right to suspend, cancel, terminate or modify this Program and/or these Program Terms at any time at its sole discretion.

The invalidity or unenforceability of any provision of these Program Terms will not affect the validity or enforceability of any other provision. In the event that any provision of these Program Terms 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

Program Terms will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Program Terms. 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 Program, or if any difficulties compromise the administration, security, fairness, integrity, or proper conduct of the Program, Streetbeat reserves the right to modify, cancel, or terminate this Program, 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, extreme market volatility, or other matters beyond Streetbeat's reasonable control, Streetbeat has the right, in its sole discretion, to terminate the Program. Prompt notice of such action will be made to eligible participants.

If, for any reason, the Program is not capable of running as planned, whether due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Streetbeat which corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Program, Streetbeat reserves the right in its sole discretion, to disqualify any individual who tampers with the Program, and to cancel, terminate, modify or suspend the Program. In the event of termination, Streetbeat may in its sole discretion award Referral Credits to those who have satisfied the eligibility criteria set forth herein up until the time of termination. Streetbeat assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, the Program. Streetbeat is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Streetbeat on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any person's computer related to or resulting from participation in the Program.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Program Terms, or the rights and obligations of you and Streetbeat in connection with the Program, 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.