

## **Streetbeat Refer-a-Friend Program Referral Agreement**

*Effective as of November 16, 2022 (the "Effective Date")*

The Refer-a-Friend program (the "Program") is a promotional referral program offered by Streetbeat LLC ("Streetbeat") where existing Streetbeat customers may be rewarded for referring their friends to Streetbeat. The Program is subject to the terms and conditions stated herein (the "Program Terms") as well as the specific terms that correspond with the invitation and referral code you use to invite your friends to participate hereunder. As described in more detail below, in order to qualify for a referral bonus ("Bonus"), your referred friend must open and be approved for an advisory account (as defined below) with Streetbeat and make a minimum deposit of \$20.00 in an Account in accordance with these Program Terms. By choosing to participate in the Program, you are accepting and agreeing to these Program Terms. These Program Terms form an agreement between you and Streetbeat with respect to the Program. You should read these Program Terms carefully. If you do not agree with these Program Terms, you should not participate in the Program. Any capitalized term not defined herein shall have the meanings assigned to them in the [Streetbeat Advisory Agreement](#) (the "Advisory Agreement").

To receive a Bonus under the Program, each eligible referrer ("Referrer") must send his or her unique referral code ("Code") to the people whom they intend to refer to Streetbeat (each a "Friend"). In order for a Referrer and Friends to receive a Bonus under the Program, each Friend must use the Referrer's Code to register for an advisory account with Streetbeat ("Account"), and Streetbeat must then approve the Account (an "Eligible Referral").

### **Eligibility**

To be eligible to participate in this Program and receive Bonuses, you must satisfy the following requirements:

- (i) You must be 18 years or older and reside in a jurisdiction where Streetbeat is authorized to do business;
- (ii) You must have an Account advised by Streetbeat that is in good standing;
- (iii) You must send a unique designated Code to a Friend in accordance with these Program Terms;
- (iv) Your Friend must complete the designated registration process for opening an Account by interacting with the Code;
- (v) Your Friend must make a minimum deposit of, or multiple deposits adding up to a total no less than, \$20.00 into his or her Account;

To constitute an "Account" hereunder with respect to a Friend, your Friend must have completed the designated registration process for opening an Account by using the special designated Code included in your invitation, and Streetbeat must approve your Friend for an Account.

Streetbeat reserves the right to determine in its sole discretion whether an Account is closed and/or in good standing. An Account is in good standing for purposes of this Program if 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 an Account is closed or not in good standing for any reason at any time, any Bonus awarded hereunder will be forfeited.

Only one Bonus will be awarded for each Eligible Referral. A Referrer will not earn a Bonus if his or her Friend has an existing Account or if his or her Friend does not use the correct Code when first creating an Account. Referrers cannot refer to themselves. Friends must be able **to personally identify** their Referrer.

Streetbeat reserves the right to disqualify anyone from the Program at any time. Anyone who violates these Program Terms is ineligible to receive any Bonus. Streetbeat reserves the right to change or cancel the Program at any time, including making any change the eligibility requirements for the Program at any time.

### **Bonus**

Subject to these Program Terms, for each Eligible Referral, Streetbeat will compensate you and your Friend in the form of a Bonus. For each Eligible Referral, the Referrer and the Friend shall receive from Streetbeat or Alpaca Securities LLC (“Alpaca”), a Bonus equal to an amount up to \$5,000.00, the value of which will be assigned randomly by an algorithmic and weighted number generator, according to the odds below:

<b>Bonus Level</b>	<b>Odds</b>	<b>Bonus Amount (Value in \$ USD)</b>
1	N/A*	5.00
2	1:3	7.00
3	1:10	10.00
4	1:6000	5,000.00

\* If the weighted random number generator algorithm does not result in a Bonus equal to \$5.00 or more, the Referrer or Friend will each receive a Bonus equal to \$5.00 (the “Minimum Bonus”).

For each Eligible Referral, your Bonus will be delivered directly to your Streetbeat Account, and if accepted, you will be giving an instruction to Streetbeat to enter an order for a Flagship Stocks strategy, as described in Streetbeat’s [Form ADV Part 2A](#) (“Flagship Stocks Strategy”), in the amount equal to the Bonus you accepted. The cash deposit will be invested into the specific strategy using the proportions and allocations based on your customer suitability questionnaire. Additionally, any portfolios or securities received as part of the Program will be subject to Streetbeat’s advisory fee as described in Streetbeat’s Advisory Agreement. Any Bonus awarded to you 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. Further, the Bonus award and investment into the Flagship Stock Strategy is not individually tailored to your circumstances.

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. You are responsible for any federal

or state taxes resulting from the receipt of a Bonus. Please contact your tax advisor if you have questions about the tax treatment of receiving a Bonus.

Any Bonus received must remain in the Account (minus any trading losses or gains) for a minimum of 14 days (“Holding Period”), and for the entirety of the Holding Period, which shall be determined by Streetbeat in its sole discretion. The Referrer and the Friend must remain in good standing with Streetbeat and Alpaca during the Holding Period. Any breach of any agreement associated with your Account (“Additional Agreements”) will result in forfeiture of Bonuses received. Streetbeat may at any time, in their sole discretion, respectively, terminate, suspend, restrict, or otherwise limit your Account per the terms of the Additional Agreements. Any forfeited Bonus will be removed from the Account.

### **Referral Invitations**

By participating in the Program, you agree to only send referral invitations and Codes to interested people you know personally, such as friends, family and known acquaintances, by utilizing the referral Code and sharing tools provided by Streetbeat. You may send one invite in your name to each Friend you invite, and you may not share referrals with yourself. By choosing to participate in this Program, you expressly acknowledge and accept that the Friends you refer will be able to tell that you sent them an invitation to participate in this Program and that you have a Streetbeat Account. Unless explicitly approved and authorized in writing by Streetbeat, you may not make any statements to the friends whom you refer about Streetbeat’s investment advisory products or services, or about your experiences as a Streetbeat customer. You also agree not to make any statements that are untruthful, factually inaccurate, or misleading. You hereby acknowledge that any modification or efforts to bypass, manipulate, obscure or otherwise modify the delivery and accurate presentation of the referral Code, sharing tools, content, disclosures or other materials and instructions we provide will be considered a violation of these Program Terms and may render you ineligible to participate in the Program. Separate program terms will apply to your Friend’s invitation.

To the extent you decide to share your referral link using a third party’s service, such as a messaging application, you must also comply with that third party’s terms of use. You should also be aware that by engaging in such activity via a third party service, you will be at your own risk subjecting yourself to that third party’s privacy, security and consumer practices and policies, which Streetbeat does not endorse or control, and that those third party services may be able to tell, based on your activity, that you are a Streetbeat customer.

Any referral Codes for this Program that either (i) were sent prior to the Effective Date where the Friend has not as of the Effective Date created unique login credentials with Streetbeat (e.g. username and password), or (ii) are sent on or after the Effective Date, will expire one-hundred and eighty (180) calendar days from the date that such Friend creates their unique login credentials with Streetbeat (e.g. username and password). If your referral Code expires and your Friend has not already created unique login credentials with Streetbeat (e.g. username and password), then you will be eligible to send future Codes to your Friend under this Program. If your referral Code expires after your Friend has already created unique login credentials with

Streetbeat (e.g. username and password), then you will not be eligible to send any future invitations to that Friend (or earn a Bonus) under this Program.

### **Legal Representations**

In connection with referring Friends to open a Streetbeat Account and the Program Terms, you represent and agree that:

- (1) You are acting on behalf of Streetbeat and under the supervision and control of Streetbeat, and hereby agree to perform duties under these Program Terms in a manner consistent with the instructions of Streetbeat, and to follow the instructions of Streetbeat at all times;
- (2) You will only send invites to friends, family, and people you know, and you will invite people only via the interface on the Streetbeat mobile or web apps ("Streetbeat App");
- (3) If you provide information about Streetbeat to your Friend, you will limit that to the information on the Streetbeat App and content provided by Streetbeat;
- (4) You will not give your Friend investment advice or recommendations regarding their investment needs;
- (5) You will not compensate, or accept any compensation from, any Friend;
- (6) Your activities will be limited to informing your contacts about Streetbeat so that they may independently decide whether or not to apply for an Account.
- (7) You will not collect information from your Friends or assist with filling out an Account application;
- (8) You will not post your Code on public forums, websites or social media sites where you may not know the recipients, including but not limited to Reddit, Facebook, Twitter, etc.;
- (9) You will only participate in the Program in accordance with these Program Terms and the following provisions of the Investment Advisers Act of 1940, as amended, and its rules ("Advisers Act");
- (10) You are not an "ineligible person" who is subject to a disqualifying Commission action or any disqualifying event, as described in Rule 206(4)-1 of the Advisers Act;
- (11) You are not currently the subject of any investigation or proceeding which could result in statutory disqualification as an ineligible person as described in Rule 206(4)-1 of the Advisers Act; and
- (12) You do not have a "place of business" at which you regularly provide investment advisory services, solicit, meet with, or otherwise communicate with clients, 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 clients in any U.S. state.

If you cannot accurately make the preceding representations, you may not participate in the Program. If you are currently participating in the Program and the preceding representations become inaccurate, you agree to immediately inform Streetbeat at [support@Streetbeat.com](mailto:support@Streetbeat.com).

Streetbeat reserves the right to refuse to offer or pay any Bonus to you if it determines that you have failed to comply with any of the preceding representations.

### **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 after we make any changes to these Program Terms will be subject to the revised 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, an investment adviser registered with the Securities and Exchange Commission. Streetbeat is not responsible for incorrect entry or other failure on the part of your Friends to meet the standards of an Account. You cannot earn a Bonus for referring individuals who already have an Account or for individuals who have been referred by someone else. If two or more individuals invite the same Friend to open an Account, Streetbeat will credit the Bonus to the person whose specially designated referral Code was first used by that Friend to complete their designated registration process with Streetbeat.

Streetbeat reserves the right to limit the amount of Bonuses you are eligible to receive, and to refuse or recover any Bonus, or remove you from 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 Advisory Agreement, Terms of Use, 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 in its sole discretion.

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 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. Streetbeat does not guaranty that the Streetbeat App 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 Bonus you are eligible to receive, and to refuse or recover any Bonus, 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.

Your Advisory Agreement with Streetbeat governs our investment advisory relationship with you, and these Program Terms do not in any way amend, supersede, change or replace such agreement, which include important terms applicable to your use of Streetbeat that continue to apply here, except to the extent otherwise expressly prescribed hereunder. You may view our Form ADV Brochure, your Advisory Agreement, and other disclosures at <https://Streetbeat.com/disclosure-library>. This Program is not valid with any other offers and is non-transferrable. The Program is currently available to U.S. residents only. The Program is void where prohibited by law. Other restrictions may apply.

If, for any reason, this 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 this Program, Streetbeat reserves the right in its

sole discretion, to disqualify any individual who tampers with this Program, and to cancel, terminate, modify or suspend this Program. In the event of termination, Streetbeat may in its sole discretion award Bonuses 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, this 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 web site, or any combination thereof, including any injury or damage to any person's computer related to or resulting from participation in this 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.