

REFERRAL PROGRAM TERMS AND CONDITIONS - EarlyBird

EarlyBird Central Inc. (“EarlyBird”) is an investment adviser registered with the U.S. Securities and Exchange Commission. EarlyBird may offer limited-time promotional referral programs (the “EarlyBird Referral Programs”) to thank our existing customers (“referrers”) and to welcome our new customers (“referees”) to EarlyBird. All EarlyBird Referral Programs are subject to these terms and conditions (the “Terms”). By participating in an EarlyBird Referral 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 EarlyBird Referral Programs below, which are incorporated into these Terms.

EARLYBIRD REFERRAL PROGRAMS:

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

The Early Access Sign Up Program

The Early Access Sign Up Program is effective through November 30, 2020.

Any EarlyBird user that successfully opens an account on the EarlyBird mobile app (successfully connecting their bank account) will receive one of two rewards (not both) to be used and applied to either an investment in their own child or as a credit to gift to another child:

- For users that sign up directly from our core website domain (getearlybird.io) prior to November 30, 2020, the reward is a \$15 Early Access credit.
- For referees that sign up using a referral link from a referrer prior to November 30, 2020, the reward is a \$25 Early Access credit.

A referrer in this program, regardless of whether the referrer signed up from our core website or through a referral link from an existing referrer, can earn additional Early Access credits for each referee that successfully opens an account on the EarlyBird mobile app (successfully connecting their bank account) using the designated referral link contained in the invitation sent by the referrer prior to November 30, 2020. Those Early Access credit milestones and rewards are as follows:

- +\$25 additional credits for 3 referrals
- +\$50 additional credits for 5 referrals
- +\$100 additional credits for 10 referrals
- +\$500 additional credits for 25 referrals

All credits rewarded under the Early Access Sign Up Program must be used within 90 Days of receiving them.

GENERAL TERMS:

The following general Terms are applicable to all EarlyBird Referral Programs, unless otherwise stated in the specific terms to a particular EarlyBird Referral Program. To the extent that there

are any conflicting Terms, the specific terms to a particular EarlyBird Referral Program shall control.

1. General Eligibility Requirements

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

EarlyBird reserves the right to determine in our sole discretion whether an account is closed and/or in good standing. If an account is closed or not in good standing for any reason at any time, any EarlyBird Referral Program rewards for which you are otherwise eligible will be forfeited and any EarlyBird Referral 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 EarlyBird Referral 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 EarlyBird Referral 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 EarlyBird Referral 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 EarlyBird Referral 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 EarlyBird Referral Programs. You agree to not

engage in any activity that may be fraudulent, deceptive, or manipulative in connection with the EarlyBird Referral Programs.

- e. No misuse of EarlyBird's content: You agree not to sell EarlyBird Referral 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 EarlyBird Referral Programs and may, in EarlyBird's sole discretion, deny you any EarlyBird Referral Program rewards earned in violation or suspected violation of these restrictions.

3. Disclosure of Your Information.

By choosing to participate in an EarlyBird Referral 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 EarlyBird Referral Programs may include name, EarlyBird account status, and information about rewards received under the EarlyBird Referral 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 EarlyBird Referral Programs. If you are currently participating in an EarlyBird Referral Program and the preceding representations become inaccurate, you may no longer be eligible to participate in the EarlyBird Referral Programs.

The EarlyBird Referral 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 EarlyBird Referral 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 an EarlyBird Referral 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 EarlyBird Referral Programs and Program Terms.

EarlyBird reserves the right to suspend, cancel, terminate, or modify any EarlyBird Referral 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 required by law, such as by sending you an email to the address specified in your account, prior to the changes take effect. Your continued participation in any EarlyBird Referral 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 EarlyBird Referral Programs.

6. Other EarlyBird Referral 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 limit the amount of EarlyBird Referral Program rewards you are eligible to receive and to refuse to cover any EarlyBird Referral 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 EarlyBird Referral 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.

Last Updated: October 20, 2020