DOMAIN MONEY, INC. EARLY ACCESS AGREEMENT

Thanks for joining our Early Access Program!

Set forth below are very important terms and conditions related to your participation in Domain Money's Early Access Test Program ("Early Access").

Summary of our Early Access Program General Terms:

- Your participation in Early Access is strictly voluntary and there is no compensation for your enrollment.
- You understand and acknowledge that all services provided as part of the Early Access are under development and that you assume all risks associated with participating in the Early Access. You also understand and acknowledge that any aspect of the service may be discontinued at any time in our sole discretion or the sole discretion of a Financial Services Provider.
- Our product is in Early Access and, as a result, there may be bugs, incomplete functionality, or other functional issues that may impact your experience.
- During the Early Access period, our services are being offered to a limited control group of participants for the limited purpose of testing our business systems.
- The Early Access test is in a live environment and the app connects to third party services that are in live production. As a result, any money you invest or deposit on the Domain Money platform is real.
- We will be monitoring your activities and will take all reasonable steps to help make sure that transactions submitted by you are completed as intended.
- You are not receiving investment, legal or tax advice as part of your participation in Early Access.
- You must live in the US and have a valid social security number to participate.

1. Eligibility and Participation

We only allow invited customers to participate in the Domain Money, Inc. ("Domain Money", "us" or "we") Early Access test program ("Early Access" or "Early Access Program"). Invited participants ("Participants" or "you") must register with Domain Money through our application ("App") and apply for separate accounts with Apex Clearing Services, LLC and WebBank (collectively, the "Financial Services Providers") by submitting all required information and agreeing to the Terms of Service (defined below). The Terms of Service are incorporated by reference as part of these Early Access terms of service ("Early Access Terms"). By participating in the Early Access, you will agree to, in the App, the Terms of Service.

2. Terms of Service

The Terms of Service include: (i) Domain Money Terms of Service, Domain Money Acceptable Use Policy, and Privacy Policy; (ii) the Domain Money Advisors Advisory Agreement (including any incorporated terms or disclosures) with our wholly owned subsidiary, Domain Money Advisors, LLC; (iii) the Domain Money Deposit Account Terms & Conditions and other agreements with the Financial Services Providers; and (iv) any agreements with third party, non-financial services vendors.

You will review and agree to these additional agreements, including agreements with Financial Services Providers, as part of onboarding to the Domain Money Application, or at such time that you select use of a particular third party service. These additional agreements are available and are available <u>here</u>.

The Terms of Service apply to your use of the Domain Money Services, including participation in the Early Access Program and use of any Early Access Services. In the event that you are no longer a customer of Domain Money, your participation in the Early Access Program and your use of all Early Access Services will be terminated. Once approved, any use of the Domain Money Application during the Early Access Period constitutes agreement to the Terms of Service, as well as any additional agreements presented to you or incorporated by reference.

The following financial services are provided directly to Participants by third party financial services partners: (i) securities trading and custody is provided by Apex, a broker-dealer registered with the United States Securities and Exchange Commission and FINRA (and member SIPC); (ii) cash deposits are held with WebBank, Member FDIC or another FDIC insured bank; (iii) investment advisory services are provided by Domain Money Advisors, LLC, an investment advisor registered with the U.S. Securities and Exchange Commission; and (iv) preparing and filing taxes is conducted by tax professionals made available through Picnic Tax Inc.

3. Early Access Services

The services provided by Domain Money during the Early Access ("Early Access Services") are wholly new services being tested by Domain Money. We are providing you with a limited license to use the Early Access Services.

The Early Access Services may be a separate, stand-alone service, accessible apart from the currently available Domain Money Services (as defined in the Terms of Service) or may be a feature or functionality for existing Domain Money Services. A description of the Early Access Service may be provided prior to or at the time you use an Early Access Service, or if we make changes to the Early Access Service. By agreeing to and complying with these Terms we grant

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you a non-exclusive, revocable, non-transferable, limited license to use the Early Access Services. Early Access features by their very nature are meant for testing, which means that they may not work as expected, may have errors, or may cause unintended behavior.

You understand that Domain Money and the Financial Services Providers are not responsible for any issues or problems caused by the Early Access Service. We have no obligation to provide any kind of support for the Early Access Services.

The Early Access Services available to you will include:

- Onboarding to Domain Money
- Creating a personalized financial plan
- Opening and funding an IRA or Roth IRA as applicable to your personal situation
- Filing taxes through a third party
- Bill pay services through a third party
- Bill cancellation services through a third party
- Bill reduction negotiation services through a third party
- Interacting with the Domain Money team of financial planners
- Interacting with the Domain Money customer success team
- Depositing and withdrawing your USD (with certain exceptions) from your WebBank provided deposit account or a deposit account provided by another FDIC insured bank

The Domain Money Early Access services involve live transactions and services. As such, any deposits, transfers, transactions or other services should be considered final and using real currency.

4. Additional Information Related to Early Access Services

As part of the Early Access, you acknowledge that you have access to certain, third party services (set forth below) ("Third Party Services") and authorize Domain Money to take any necessary steps to fulfill your request or application for such Third Party Services.

Interest Bearing Deposit Account. As part of the Early Access test, you will apply for a deposit account with WebBank. The deposit account will be interest bearing as further detailed in the Domain Money Deposit Account Terms & Conditions. During Early Access, this account is created at WebBank and all interest is paid by WebBank. The interest rate paid to you during Early Access shall be 5.0% (effective as of May 9, 2023). You understand and agree that this deposit account is being opened for limited testing purposes and for a limited period of time. You further understand and agree that this deposit account can be closed at will by WebBank and that WebBank intends to close this account no later than August 31, 2023. Your test deposit account may be closed earlier than August 31, 2023. When your test deposit account is closed, you may be given an opportunity to transfer your funds to a different Financial

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Services Provider associated with Domain Money, but neither WebBank nor Domain Money is under any obligation to offer you an opportunity to transfer your funds to a different Financial Services Provider associated with Domain Money or a financial institution that offers comparable interest rate terms.

Tax Filing. Domain Money acts as your agent assisting you with the submission of information to a third party tax provider, Picnic Tax, for the purposes of providing tax filing services ("Tax Filing Services"). All tax returns are prepared by a Certified Public Account (CPA) provided by Picnic Tax. Domain Money, through the App, will provide you with access to the CPA and will serve as your personal agent in place to support your submission of relevant tax information and documentation. Tax Filing Services available during the Early Access are limited to tax year 2022. During the Early Access Tax Filing services are limited to single filer status and non-complex returns as determined by Domain Money in our sole discretion. Requests to file other statuses such as married filing jointly or returns involving K-1's will be considered on a case by case basis and may be accepted for preparation only upon agreement to additional case specific terms and conditions. If you elect to engage the Tax Filing services, you must comply with the following additional terms:

- i. Initiate your Tax Filing services on or before April 1, 2023;
- ii. Provide all required documents related to your tax filing on or before April 7, 2023;
- iii. Execute all documents presented for final signature on or before April 12, 2023;
- iv. Arrange to mail any applicable state returns for states that do not accept e-filing of tax returns on a timely basis
- v. Sign and mail IRS Form 8879, or others as presented, authorizing electronic filing of your return on or before April 18, 2023.

<u>Bill Negotiation.</u> Domain Money provides access to a third party bill negotiation services ("Bill Negotiation") platform, Titan Solutions Group LLC dba ApexEdge LLC (aka, "Bill Shark"). Domain Money will act as your agent for access to the services of Bill Shark.

<u>Bill Pay.</u> Domain Money acts as your agent for the purposes of paying bills. In this capacity, Domain Money is not paying bills on your behalf as principal. You remain fully liable for ensuring that your bills are paid in full and on time.

5. The Early Access Services Are Provided As-Is

By accepting these Terms or using the Early Access Services, you understand and acknowledge that the Early Access Services are being provided as a "Early Access" version and made available on an "As Is" or "As Available" basis. The Early Access Services may contain bugs, errors, and other problems. YOU ASSUME ALL RISKS AND ALL COSTS ASSOCIATED WITH YOUR USE OF THE EARLY ACCESS SERVICES, INCLUDING, WITHOUT LIMITATION, ANY INTERNET ACCESS FEES, BACK-UP

EXPENSES, COSTS INCURRED FOR THE USE OF YOUR DEVICE AND PERIPHERALS, AND ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE, INFORMATION OR DATA. In addition, we are not obligated to provide any maintenance, technical, or other support for the Early Access Services.

6. Limits

Domain Money may limit the average and aggregate level of funds that can be tested on the platform up to \$10,000. You will receive notification in the Domain Money Application preventing you from increasing the funds deposited for testing should that limit be reached.

6. Testing Period and Post-Testing Period

The Early Access testing period ("Early Access Period") shall commence at the time that you complete onboarding and shall terminate at such time that either: i. Domain Money informs you that the Early Access Period is terminated; or ii. you terminate your Early Access account in the Domain Money Application; or iii. Termination occurs pursuant to Section 10. Term and Termination, below (collectively, any such events are referred to as "Termination"). In any event, the Early Access Period shall not continue past August 15, 2023, unless otherwise extended by Domain Money. Domain Money reserves the right to terminate the Early Access or your participation in the Early Access at any time or for any reason.

After the Early Access is completed and the Early Access Period has terminated, you may continue using the Domain Money platform. While you may maintain your account from the Early Access Program, you may be required to execute new documentation, or review new disclosures (among other potential required actions). Your data from the Early Access Program will carry over in the Domain Money app that is launched in production. If you do not wish to continue using the Domain Money App, you will have 15 days from the date that Domain Money announces the termination of the Early Access to close your Domain Money account.

7. Feedback

Your feedback is an important part of the Early Access and you acknowledge that your feedback will be considered to improve the Early Access Services. As stated in this Section 8. Feedback, you agree to provide us feedback, and acknowledge that any feedback you provide is the sole property of Domain Money.

The Early Access Services are made available to you solely for the purposes of evaluation and feedback without any compensation or reimbursement of any kind from Domain Money. You further acknowledge the importance of communication between you and Domain Money during

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your use of the Early Access Services and agree to receive related correspondence and updates from us.

In the event you request to opt out from communications related to Early Access, your participation in the Early Access Program may be terminated, and your use of the applicable Early Access Services will likewise be terminated regardless of their state of use or completion.

As part of using the Early Access Services, you will be asked to provide feedback regarding your use of the Early Access Services. You acknowledge that Domain Money owns any feedback provided, and you hereby grant to us, if for any reason it is further needed, a perpetual, non-revocable, royalty-free worldwide license to use and/or incorporate such feedback into any of Domain Money or the Financial Services Provider's products or services at any time at our sole discretion. If we choose to publish such feedback, we will either do so in a way that does not identify you or seek your consent in the event we do wish to identify you.

We may also monitor how you use the Early Access Services and use that information to improve the Early Access Services or our other products and services.

8. Intellectual Property

Domain Money owns all of the intellectual property involved with the Early Access Services (except for the trademarks and intellectual property of the Financial Services Providers). This Agreement doesn't give you a license to use our trademarks, the trademarks of the Financial Services Providers, or brand features (you may have another agreement with Domain Money that gives you this type of permission). You are not permitted to reverse engineer or attempt to decipher any code except in situations as permitted and agreed to in writing by us in advance of any attempt to do so

You agree that we own all legal rights, title and interest in and to the Early Access Program and the Early Access Services, including all intellectual property rights, and except for the license provided herein, no other rights or permissions to any of the Domain Money Services is granted.

Nothing herein gives you a right to use any of our trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. Except to the extent permitted by law, you may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code in connection with the Early Access Services and/or any other aspect of Domain Money technology, except as permitted and agreed to in writing by us in advance of any attempt to do so.

9. Term and Termination

You may terminate this agreement at any time by simply stopping use of the Early Access Services and notifying Domain Money of your intention to no longer participate in the Early Access in writing via the in app chat or via email to Early Access@domainmoney.com

These terms will remain in effect for as long as you use the Early Access Services. Either party may terminate these Terms before the end of your participation in the applicable Early Access Program for any reason or no reason upon written notice to the other party. Upon Termination: i. you will cease using the Early Access Services and withdraw any assets on the Domain Money platform; and ii. Domain Money will cease making Early Access Services available to you, however, if you have commenced a tax filing prior to Termination, Domain Money will continue to support access to the tax preparer until your taxes are filed or you elect to terminate use of the tax filing services.

These Terms will automatically terminate upon any breach by you of any of your obligations hereunder including breach of confidentiality obligations. Your breach of any of your obligations under the Agreement may result in your immediate termination from use of other Early Access Services, or participation in any other Early Access Programs.

We can terminate or disable your use of the Early Access services at any time. Likewise, you can decide to stop using the Early Access Services at any time. We may remove your access to features of the Early Access Service at any time.

You understand that we're not responsible for any issues or problems caused by the Early Access Service. We have no obligation to provide any kind of support for the Early Access Services

We reserve the right to modify or terminate the Early Access Program or the Early Access Services, or your use of the Early Access Services, to limit or deny access to the Early Access Services and/or participation in the Early Access Program, at any time, in our sole discretion, for any reason, with or without notice and without liability to you. You may discontinue your use of the Early Access Services and/or your participation in the Early Access Program at any time.

10. Disclaimer of Warranties

We disclaim all warranties regarding the Early Access Program and Early Access Services. You acknowledge that using the Early Access Services is at your own risk.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE Early Access SERVICES ARE PROVIDED BY DOMAIN MONEY AND THE FINANCIAL SERVICES PROVIDERS ("DOMAIN MONEY PARTIES") ON AN "AS IS" BASIS AND AS AVAILABLE, AND YOUR ACCESS TO,

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PARTICIPATION AND/OR USE OF THE DOMAIN MONEY Early Access PROGRAM OR Early Access SERVICES, IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE DOMAIN MONEY PARTIES EXPRESSLY DISCLAIM ALL AND YOU RECEIVE NO WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE DOMAIN MONEY PARTIES MAKE NO WARRANTY THAT ANY OF THE SERVICES WILL MEET YOUR REQUIREMENTS AND/OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE, NOR DO THE DOMAIN MONEY PARTIES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICES. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY OF THE SERVICES IS DONE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE AND/OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE DOMAIN MONEY PARTIES OR THROUGH THE Early Access SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

11. Limitation of Liability and Indemnification

a. Limitation of Liability

The Domain Money Parties and its affiliates shall not be liable to you for any damages related to the Early Access.

IN NO EVENT SHALL THE DOMAIN MONEY PARTIES NOR THEIR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL AND/OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THESE TERMS AND/OR WHETHER DIRECT OR INDIRECT: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF PRINCIPAL (iv) LOSS OF OPPORTUNITY, (v) LOST PROFITS, AND (vi) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND WHETHER OR NOT THE DOMAIN MONEY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE DOMAIN MONEY PARTIES' MAXIMUM LIABILITY HEREUNDER IS LIMITED TO \$50.00.

b. Indemnification

You agree to hold harmless and indemnify the Domain Money Parties, our affiliates and subsidiaries, officers, directors, agents, and employees from and against any third party claim arising from or in any way related to: (i) your breach of the Terms; (ii) your use of the Early Access Services and/or your participation in the Early Access Program(s); or (iii) your violation of applicable laws, rules or regulations in connection with the Services.

The Domain Money Parties are not agreeing to indemnify you as part of your use of the Early Access Services or participation in an Early Access Program.

12. Confidential Information

It's extremely important that you not reveal the existence of the Early Access Program or Early Access Services to unauthorized people, and as such you are required to treat your participation as confidential.

Sharing information about Early Access Services will cause harm to us, and you acknowledge that such harm will occur if you fail to keep the Early Access Services confidential.

You acknowledge and agree that: (i) the Early Access Program and Early Access Services constitute Confidential Information as defined in the Terms of Service (ii) you acknowledge that the successful market launch of commercial versions of the Early Access Services requires you to keep all Domain Money data and information discussed and/or made available through or contained in Early Access Program, including, without limitation, the Early Access Services strictly confidential; (iii) the premature release of any of the Confidential Information would damage Domain Money's competitive and intellectual property interests; and (iv) and information about the Early Access Services shall not be shared with anyone other than other authorized users of the Early Access Services, which may include users in your Domain Money Account

13. General

We may change these terms from time to time and Domain Money may not notify you of such changes. If you use any Early Access Services, we'll assume you have agreed to those changes.

a. Changes to Terms

We reserve the right to make changes to these Terms from time to time, at the sole discretion of Domain Money, and may or may not notify you in such an event. You understand and agree that

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if you use the Early Access Services after the date on which the Terms have changed, we will treat your use as acceptance of the updated Terms.

b. Compliance with Laws

Both parties agree to comply with all applicable local, state, national, and foreign laws, rules, and regulations, including, but not limited to, all applicable import and export laws and regulations governing use, transmission and/or communication of content, in connection with their performance, participation, access and/or use of the Early Access Services or Early Access Program.

Some of these Terms and obligations will remain even if this agreement is terminated or expires. It is expected that both you and Domain Money will comply with laws and regulations that apply to the Early Access Services.

c. Survival

Sections 5, 8, 10, 11, and 12 will survive the expiration or termination of this Agreement.