New User Promotion Terms & Conditions

These Terms and Conditions ("Terms and Conditions") describe the Domain Money New User Promotion, under which you may be eligible to receive the amounts set forth in Appendix A New User Promotion Bonus Amounts when you sign up for Domain Money and meet the minimum requirements of either a qualifying: (i) trade amount; or (ii) Deposit into Domain Strategies. This New User Promotion is sponsored by Domain Money, Inc., located at 167 Madison Avenue, Suite 205, #1003, New York, NY 10016 ("Domain Money", "we", "us" or "our"). As used herein "you" refers to the individual participating in the New User Promotion. Your participation in this New User Promotion is expressly conditioned upon your acceptance of and compliance with these Terms and Conditions and your participation in the New User Promotion indicates your acceptance of these Terms and Conditions.

These Terms and Conditions are subject to change at Domain Money's sole discretion and without notice to you. Changes to these Terms and Conditions, including changes to Appendix A Bonus Payment Amounts, are effective on the date that they are published to Domain Money's website, unless otherwise specified.

- 1. <u>Promotion Period</u>. This New User Promotion applies to new account signups made between 12:00 am on Feb 3, 2022 and 11:59 pm on March 30, 2022 (the "Promotion Period").
- 2. <u>Eligibility</u>. To be eligible to participate in the New User Promotion, you must:
 - a. be a resident of the United States
 - b. be at least 18 years old or older at the time you receive a Referral Link (defined below); and
 - c. have a valid U.S. Social Security number (SSN)
- 3. Qualified New User.
 - a. To be considered a "Qualified New User" in the New User Promotion, you must also meet the following qualifications:
 - Initiate your new account opening process by clicking on an advertisement that links to the New User Promotion landing page ("Landing Page") and open your account from that Landing Page.
 - Be a new customer to Domain Money, meaning you have not registered an account with Domain Money (e.g., through any of its websites or mobile apps) prior to January 29, 2022;
 - o Including meeting all of Domain Money's know your customer ("KYC") and any applicable suitability requirements
 - Within 30 days of registering as a New User (creating your Domain Money account), complete your registration with Domain Money. In order to complete your registration, you must: (a) have your Domain Money account

verified pursuant to Domain Money's policies and procedures; (b) have made at least one deposit in your Domain Money account; (c) have made at least one trade of at least \$1,000 USD (in total) or enrolled at least \$1,000 USD into an Eligible Domain Strategy (as defined below).

- o An "Eligible Domain Strategy" for this purpose includes only Domain Strategies that include cryptocurrency as part of the Strategy. Domain Core Strategy specifically is not an Eligible Domain Strategy and, therefore, not included in this promotion.
- Not make any withdrawals out of your Domain Money Account for a minimum of 90 days after you make your qualifying trade or deposit into a Domain Money Strategies.
- b. Employees, officers and directors of Domain Money and its affiliated companies, and their immediate family members and/or those living in the same household (whether legally related or not), and customers of Domain Money entities outside of the U.S. are not eligible to participate in the New User Promotion.
- c. Domain Money reserves the right to refuse or otherwise restrict your eligibility to participate in this Referral Program for any reason, in its sole discretion. Void where prohibited by law.
- 4. Bonus Amount and Distribution.
 - a. The amounts of Bonus payments available under this Referral Program are set forth in Appendix A to these Terms and Conditions.
 - b. Bonuses will be deposited into accounts of Qualified New Users within fifteen business days following satisfaction of the requirements (and subject to the limitations) set forth in Sections 2 and 3 above. You will be solely responsible for any and all federal, state, and local taxes, and for any other fees or costs associated with any Bonus(es) you receive.
- 5. <u>Your Representations and Warranties.</u> In connection with your participation in the New User Promotion, you agree that:
 - a. You will follow all instructions you receive from Domain Money relating to the New User Promotion;
 - b. You will only participate in the New User Promotion in accordance with these Terms and Conditions and, as applicable, the provisions of the Investment Advisers Act of 1940, as amended, and its rules ("Advisers Act"). For purposes of the Advisers Act, these Terms and Conditions constitute a written agreement under Rule 206(4)-1(b)(2)(ii) of the Advisers Act and a referral would be considered a testimonial under Rule 206(4)-1. You represent that: (1) 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; (2) 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; 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 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. If you cannot accurately make the preceding representations, you may not participate in the New User Promotion. If you are currently participating in the New User Promotion and the preceding representations become inaccurate, you agree to immediately inform Domain Money at support@domainmoney.com.

- c. If you provide information about Domain Money in connection with a referral, you will limit such information to information that is publicly available on the Domain Money website, <u>www.domainmoney.com</u>, and or the Domain Money mobile app;
- 6. <u>Abuse</u>. If we suspect that you (whether alone or in concert with others) are violating these Terms and Conditions or otherwise abusing, manipulating, or acting in bad faith with respect to the New User Promotion in any way, we reserve the right, at our sole discretion, to take any action we determine appropriate to remedy such abuse, including the following: (i) temporarily or permanently blocking, suspending or terminating your access to the Domain Money platform; (ii) closing your Domain Money account; (iii) removing and/or deducting any New User Promotion Bonus you may have already received; and/or (iv) removing and/or deducting any profits you may have gained as a result of the abuse; and (v) denying, withholding or withdrawing you from this Rewards Program and any future rewards program. Domain Money reserves the right to seek damages from you in connection with your abuse or suspected abuse of the New User Promotion and to refer the matter to law enforcement for further action.
- 7. <u>Administration: Changes to Terms and Conditions</u>. Domain Money expressly reserves the right to administer, amend, change, suspend or terminate the New User Promotion and/or these Terms and Conditions at any time and in its sole discretion without prior notice to or consent from you or any other third party. All decisions regarding eligibility, these Terms and Conditions or other matters relating to the New User Promotion will be resolved solely at Domain Money's discretion and its decisions on any such matters will be final and binding. In the event that there is a conflict between these Terms and Conditions and any other publications circulated in connection with the New User Promotion, these Terms and Conditions shall prevail unless specifically stated otherwise. This New User Promotion is not valid in conjunction with any other promotion, discount, or promo code unless otherwise stated.
- 8. <u>Release and Waiver of Liability</u>. By participating in the New User Promotion, you agree to release, defend, indemnify and hold harmless Domain Money and its affiliates, directors, officers, employees, representatives, service providers, and agents from and against any and all liability, claims, or actions of any kind whatsoever (however named or described) arising in connection with your participation in the New User Promotion and your receipt and use of

any New User Promotion Bonus. Domain Money expressly disclaims any responsibility or liability for injury or loss to any person in connection with the New User Promotion.

- 9. <u>LIMITATION OF LIABILITY</u>. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER DOMAIN MONEY NOR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SERVICE PROVIDERS, AND/OR AGENTS (THE "DOMAIN MONEY PARTIES") ARE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO THE NEW USER PROMOTION, EVEN IF FORESEEABLE OR EVEN IF THE DOMAIN MONEY PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10. Governing Law, Mandatory Venue, and Waiver of Right to Jury Trial. All disputes, issues and questions based upon, arising out of, or in any way related to these Terms and Conditions, the New User Promotion, or the rights and obligations of participants to the New User Promotion will be exclusively governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws. The sole and exclusive venue for resolving any and all disputes, issues, and questions based upon, arising out of, or in any way related to these Terms and Conditions, the New User Promotion, or the rights and obligations of participants to the New User Promotion shall exclusively be the state and federal courts sitting in Wilmington, Delaware, to the express exclusion of any other location. Each person or entity participating in the New User Promotion or claiming any rights or cause of action of any kind based upon, arising out of, or in any way related to the New User Promotion or these Terms and Conditions consents to, and irrevocably waives any challenge to, the personal jurisdiction of the state and federal courts sitting in Wilmington, Delaware, and irrevocably waives any challenge to such courts based on a claim that they are not convenient for any reason. EACH PERSON OR ENTITY PARTICIPATING IN THE NEW USER PROMOTION OR CLAIMING ANY RIGHTS OR CAUSE OF ACTION OF ANY KIND BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE NEW USER PROMOTION OR THESE TERMS AND CONDITIONS AGREES TO, AND HEREBY DOES, IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THESE TERMS AND CONDITIONS, THE NEW USER PROMOTION, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS TO THE NEW USER PROMOTION.
- 11. <u>Waiver of Class Actions and Other Representative Actions.</u> EACH PERSON OR ENTITY PARTICIPATING IN THE NEW USER PROMOTION OR CLAIMING ANY RIGHTS OR CAUSE OF ACTION OF ANY KIND BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO THE NEW USER PROMOTION OR THESE TERMS AND CONDITIONS WAIVES ANY RIGHT TO RESOLVE ANY SUCH CLAIM OR CAUSE OF ACTION ON A CLASS, COLLECTIVE, OR REPRESENTATIVE BASIS. ALL CLAIMS AND CAUSES OF ACTION BASED UPON, ARISING OUT OF, OR IN ANY

WAY RELATED TO THESE TERMS AND CONDITIONS, THE NEW USER PROMOTION, OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS TO THE NEW USER PROMOTION MUST AND SHALL BE LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, IN A PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH A PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. ANY CLAIMS OF MORE THAN ONE PERSON OR ENTITY CANNOT BE LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER PERSON OR ENTITY.

12. <u>Miscellaneous</u>. These Terms and Conditions constitute the sole and entire agreement between you and Domain Money with respect to the subject matter contained herein and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision herein or invalidate or render unenforceable such term or provision in any other jurisdiction. These Terms and Conditions are subject to change in Domain Money's sole discretion. Nothing in these Terms and Conditions creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between you and Domain Money. You do not have any express or implied right or authority to assume or create any obligations on behalf of or in the name of Domain Money or to bind Domain Money to any contract, agreement, or undertaking whatsoever. If you have questions regarding this New User Promotion, please contact our Customer Service Center at support@domainmoney.com.

[Appendix A starts on the next page]

APPENDIX A

Domain Money New User Promotion Bonus Amounts

This Appendix A of the Domain Money New User Promotion Terms and Conditions sets forth the amounts that will be bonuses into the accounts of Eligible Customers. These bonuses are only available to Eligible Customers who have met all of the requirements set forth in the Terms and Conditions.

Please note that available Bonus amounts:

- 1. correspond to the amount deposited by an Eligible Customer and either i. used to trade crypto currencies, or ii. deposited into at least one Strategy.
- 2. are tiered according to the amount of funds deposited and:
 - a. traded in crypto currency: Bonus amounts paid to customer in the form of BTC; or
 - b. used to invest through at least one Strategy.
- 3. are paid based on the qualifying tier ("Bonus Tier") of the deposited and invested (e.g., \$1,000 \$4,999 is an example of a Bonus Tier).

Deposit and Trade Amounts Crypto	Customer Bonus Values Crypto
(in U.S. dollars)	(paid in BTC)
\$1,000 - \$4,999.99	\$50
\$5,000 - \$24,999.99	\$200
\$25,000 - \$49,999.99	\$500
\$50,000 +	\$1,000

Deposit and Trade Amounts Strategies*	Customer Bonus Values Crypto
(in U.S. dollars)	(invested in Domain Edge strategy)
\$1,000 - \$4,999.99	\$100
\$5,000 - \$24,999.99	\$125
\$25,000 - \$49,999.99	\$150
\$50,000 - \$249,999.99	\$250
\$250,000 +	\$1,000

*Excludes Domain Core Strategy. Please see Terms and Conditions.