

StreetShares Refer A Business Program Official Rules

NO PURCHASE IS NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF OBTAINING A PRIZE. VOID WHERE PROHIBITED.

The StreetShares Refer A Business Program ("Refer A Business") is sponsored and administered by StreetShares, Inc. ("StreetShares"), located at 1985 Isaac Newton Square West, Suite 103, Reston, VA 20190. Refer A Business is governed by these official rules ("Official Rules"). By participating in Refer A Business, each Referrer ("Referrer") agrees to abide by these Official Rules, including all eligibility requirements, and understands that the result of Refer A Business, as determined by StreetShares or its agents, are final in all respects.

1. Eligibility: To participate in Refer A Business you must be a lawful citizen or permanent resident of the United States and 18 years of age or older. Refer A Business is void outside of the United States and in any states and/or territories, possessions and commonwealths where restricted or prohibited by law. Refer A Business, and any website pages and advertisements relating thereto, is intended for viewing only within the United States. You are not authorized to participate in Refer A Business if you are not physically located within the United States. [Insert some language about being prohibited to brokers].

2. How to Participate: Email: Complete and submit the StreetShares website email referral form ("Submission"), including contact information for a valid new business referral ("Referral") that StreetShares may contact to offer StreetShares services. Submissions generated by a script, macro or other automated means will be disqualified. No mechanically reproduced entries accepted. In the event of a dispute regarding who submitted a particular Submission, the Submission will be deemed submitted by the authorized and registered account holder of the email account associated with the Submission. StreetShares is not responsible for: lost, late, delayed, damaged, unintelligible, illegible, misdirected, incomplete or garbled Submissions; cannot click-through for any period of time to enter their submission; if entry information is not captured correctly; for any issues associated with hardware, software, telephone, Internet, virus contamination, network, human error, electronic malfunctions, or any other technical problems; and for delay, failure or malfunction for any reason. Incomplete or corrupted Submissions are void and will not be accepted. All Submissions will become the sole and exclusive property of StreetShares and will not be returned to

Referrer. By entering Refer A Business, you (i) represent that you have consent to disclose the Referral's name and contact information; (ii) authorize StreetShares to use, analyze, modify and publish your name and any other information provided by you in StreetShares's sole discretion, including publication in its marketing and promotional materials or website; and (iii) authorize StreetShares to contact you and any Referrals regarding StreetShares offerings, products and services. You hereby agree to indemnify and hold harmless StreetShares and all StreetShares Entities from any and all damages (including without limitation collection fees, court costs and reasonable attorney's fees) in the event that you breach any of the Submission Warranties.

3. Prize/Gift Cards: (a) Referrer shall receive one (1) \$250 Visa® electronic gift card ("Gift Card") for each Submission where the Referral (i) signs up for a StreetShares account; and (ii) accepts a loan offer with StreetShares. StreetShares will issue the Gift Card to the Referrer within 30 days of the Referral qualifying for a StreetShares loan. StreetShares reserves the right to issue Gift Cards for amounts greater than \$250 for special promotions. StreetShares may discontinue promotions at its discretion. In order to redeem their prize, participants must complete and return an IRS W-9 form (the "W-9"), transmitted securely through DocuSign to StreetShares.

The actual delivery of Gift Card(s) by StreetShares to a recipient may be delayed for reasons outside of the control of StreetShares (including but limited to the postal or delivery services, back ordering, cancelation and the like). StreetShares is not responsible for any delay in the delivery of any Gift Card to any Referrer or Referral.

There is no limit to the number of Gift Cards that may be received. No cash value is associated with any Gift Card(s) and under no circumstances will any cash equivalent be issued in lieu of a Gift Card. Gift Cards are valid for one (1) year from the date issued by the Gift Card provider and are subject to additional terms and conditions of the gift card issuer (e.g., Visa®). No alternative prizes, cash equivalent, or other substitutions are permitted except as determined solely by StreetShares. All prizes are nontransferable and non-assignable. **PRIZES ARE PROVIDED "AS IS."**

STREETSHARES DISCLAIMS ALL GUARANTEES AND/OR WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Referrers acknowledge that StreetShares and StreetShares Entities have neither made, nor are in any manner

responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a Prize or regarding the use, value or enjoyment of the Prize.

4. Gift Card Delivery/Acceptance: If a Referrer is deemed ineligible, the entry will be disqualified. StreetShares is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify Referrers. Gift Cards will only be delivered to Referrers via the email address provided by the Referrer on the entry form. Gift Card, recipient waives the right to 1) assert any claims or reimbursement for any cost(s) related to receiving the Gift Card and any cost(s) of verification, redemption or travel to redeem said Gift Card (if applicable), and 2) claim any liability (including attorney's fees and costs) which might arise from redeeming or seeking to redeem said Gift Card (including any travel related thereto, if applicable). StreetShares will not replace any lost or stolen Gift Card, including if lost during delivery. Risk of loss passes to recipient upon dispatch of the Gift Card from StreetShares's offices. The actual delivery of Gift Card(s) by StreetShares to a recipient may be delayed for reasons outside of the control of StreetShares (including but limited to the postal or delivery services, back ordering, cancelation and the like). StreetShares is not responsible for any delay in the delivery of any Gift Card to any recipient.

5. Conduct: By entering this Refer A Business, you agree to be bound by these Official Rules. Decisions of the Gift Card recipients are final and binding in all respects. StreetShares reserves the right at its discretion to disqualify any individual it finds to be tampering with the entry process or other factors which may cause unfair advantage in Refer A Business; the operation of the StreetShares website; to be acting in violation of the Official Rules, StreetShares's Privacy Policy, StreetShares's Website Terms of Use or other service agreement(s); or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A REFERRER OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF REFER A BUSINESS MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, STREETSHARES RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH REFERRER TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ALL ATTORNEY'S FEES.

6. Taxes: ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY GIFT CARD ARE SOLELY THE RESPONSIBILITY OF THE RECIPIENT. If the value of the Gift Cards received meets or exceeds \$600, it will be treated as ordinary income to recipient for income tax purposes. In that instance, the recipient will be contacted to obtain relevant information for purposes of preparing an IRS Form 1099, which StreetShares will send to the recipient. See www.irs.gov for additional details. Incidental expenses and all other costs and expenses which are not specifically listed in these Official Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the Gift Card are solely the responsibility of each recipient.

7. Privacy Policy: Personal information submitted for this Refer A Business will be subject to the Privacy Policy posted at <http://www.streetshares.com>.

8. ASSUMPTION OF RISK, INDEMNIFICATION, LIMITATION OF LIABILITY BY INTENDING TO ENTER AND/OR ENTERING REFER A BUSINESS, EACH REFERRER (ON BEHALF OF REFERRER AND REFERRER'S FAMILY MEMBERS, HEIRS, ADMINISTRATORS, AFFILIATES AND SUCCESSORS) ASSUMES ALL RISK ASSOCIATED WITH REFER A BUSINESS AND/OR GIFT CARDS AND HEREBY AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS STREETSHARES, STREETSHARES ENTITIES AND THEIR RESPECTIVE PARTNERS, AFFILIATES AND SUBSIDIARY COMPANIES, ADMINISTRATOR, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, CAUSES OF ACTION, THREATS, LOSSES, DEATH, INJURY, ACTUAL, INCIDENTAL OR CONSEQUENTIAL CLAIMS AND DEMANDS WHATSOEVER IN LAW OR EQUITY, INCLUDING ALL COSTS AND ATTORNEYS' FEES, RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM REFERRER'S PARTICIPATION IN REFER A BUSINESS, TAXES OWED AND DUE BY THE PARTICIPANT IN CONNECTION WITH REFER A BUSINESS, BREACH OF THE ENTRY WARRANTY, AND THE ACCEPTANCE, USE OR MISUSE OF ANY GIFT CARD THAT MAY BE WON. STREETSHARES AND ITS AFFILIATE AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE GIFT CARD. STREETSHARES AND ITS SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS,

DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF INFORMATION OR MATERIALS CONNECTED WITH REFER A BUSINESS. IN NO EVENT SHALL STREETSHARES BE LIABLE TO YOU OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING UNDER CONTRACT, WARRANTY, OR TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY. STREETSHARES'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, SHALL BE LIMITED AND CAPPED IN THEIR ENTIRETY AT US\$50. THE LIMITATION OF LIABILITY REFLECTS THE ALLOCATION OF RISK BETWEEN THE PARTIES. THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY, SO CERTAIN OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

9. General: Any and all decisions related to Refer A Business, these Official Rules, Refer A Business administration, verification and the like will be supervised by StreetShares, whose decisions are absolute and final in all respects. By participating in this Refer A Business, you agree to be bound by these Official Rules and that all decisions of StreetShares are absolute and final in all respects. StreetShares assumes no liability for damage caused to Referrer's or any other person's/entity's computer hardware, software or communications network or other personal property regardless of cause. StreetShares reserves the right in its sole and absolute discretion to terminate (and not award any Gift Cards to any Referrer)/cancel or modify Refer A Business at any time and from time to time for any reason or no reason without or without notice or to disqualify any Referrer at any time and from time to time for any reason or no reason with or without notice in its sole judgment, including if, in StreetShares's sole and reasonable judgment, it determines that the integrity or fairness of Refer A Business has been, or could be, compromised or that Refer A Business is not capable of running as planned or fairly, including infection by computer virus, bugs, tampering, unauthorized intervention (hacking), fraud, technical failures, force majeure or any other cause. In the case of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by name of the account holder for the email address on the registration form. StreetShares or the StreetShares Entities shall not be responsible for technical, pictorial, typographical or editorial errors or omissions in any marketing

materials or these Official Rules. All information provided by Referrer for Refer A Business is provided solely to StreetShares for StreetShares's benefit and is not provided to any other entity. This Refer A Business and these Official Rules shall be governed by the laws of Virginia. If any provision of this Refer A Business shall be deemed to violate any federal, state, provincial or municipal law, rule or regulation, it shall be amended to conform to such law, rule or regulation and all other provisions shall remain in full force and effect. Venue for all disputes shall be in Reston, Virginia. Except where prohibited by law, by participating in Refer A Business, each Referrer hereby waives any right he/she may have to a trial by jury and agrees that any and all disputes, claims, actions and causes of action arising out of or connected with Refer A Business or the Gift Card awarded and all issues and questions concerning the validity, interpretation and enforceability of these Official Rules and other documents shall be resolved individually, without resort to any form of class action, and exclusively by binding arbitration, located in Reston, VA. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred and never shall include consequential, incidental or punitive damages, and in no event attorneys' fees or costs. Some jurisdictions do not allow the limitation or exclusion of liability for punitive, incidental or consequential damages, so the above may not apply to you. This document may contain the trademarks and service marks of StreetShares and/or third parties and such trademarks and service marks are the property of their respective owners. All trademarks are and shall remain the sole and exclusive property of their respective owners. The use of certain products and services does not imply participation in, or approval of, this Refer A Business by their respective companies. This Refer A Business is sponsored and administered exclusively by StreetShares and is in no way sponsored, endorsed, administered by or associated with Visa®.