

Benjamin

BENJAMIN REFERRAL PROGRAM TERMS AND CONDITIONS

Effective Date: August 12th, 2020

Definitions

This document explains how the Benjamin Referral Program works and is an agreement between you and Benjamin. You agree that the use of your account or any feature of this program indicates your acceptance of the terms of this agreement. Your use of the services of Benjamin and its affiliates means that you agree to the Benjamin Terms of Service and Benjamin Privacy Policy. In this document, the following words connote specific meanings:

- “You,” “Your,” “User,” “Member,” or “Customer” refers to the person responsible for the account and complying with this agreement
- “Benjamin,” “We,” “Us,” “Our,” refers to Ben Hoss Group, LLC and its affiliates.
- “Benjamin Referral Program” and “Program” means this document.
- “Account” means your Benjamin account that is linked to this program
- “Coins”, “Benjamin Referral Coin,” “Benjamin Referral Coins”, “Benjamin Coin”, “Benjamin Coins”, “Referral Coin”, and “Referral Coins” are the referral rewards that you can earn under the program

Reservation of Rights and Important Information

Benjamin may, in its sole discretion, make changes to the terms of this agreement, as well as any Benjamin Referral Program rules, regulations, referral rewards, Referral Coin redemption offerings, and special offers at any time, with or without notice. This may include, but is not limited to adding new terms, deleting existing terms, changing how referral rewards are earned, changing how Referral Coins are earned, changing how referral rewards are used and redeemed, changing how Referral Coins are used and redeemed, changing what you can receive with referral rewards, and changing what you can receive with Referral Coins. This also means that the accumulation of referral rewards or Referral Coins does not entitle users to any vested rights with respect to such referral rewards, Referral Coins, special offers, or program benefits.

Benjamin may temporarily prohibit you from earning or accumulating referral rewards, using referral rewards that you have already earned, or using any features of this program.

In earning and accumulating referral rewards or Referral Coins, users may not rely upon the continued availability of any redemption offering availability, including, but not limited to redeemable referral credit offerings. Additionally, in earning or accumulating referral rewards or Referral Coins, users may not be able to redeem for all potential options. Any referral reward or Referral Coins may be withdrawn or subject to increased requirements for redemption or new restrictions at any time. We may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement upon their own effective date.

This version of the agreement governs your use of the Benjamin Referral Program. This agreement does not in any way amend, supersede, change or replace the Benjamin Terms of Service or Benjamin Privacy Policy. Nor does this agreement in any way amend, supersede, change or replace any other Benjamin policy applicable to your use of Benjamin services. The Benjamin Terms of Service also includes important

terms applicable to your use of Benjamin and the Benjamin Referral Program. This includes, but is not limited to a “Dispute Resolution” provision, with a provision regarding binding arbitration that affects your rights with respect to the use of Benjamin services, including, but not limited to the Benjamin Referral Program; this “Dispute Resolution” provision applies to any disputes that arise between us from this agreement. You can email privacy@bhgroup.finance to request a copy of the Benjamin Terms of Service, Benjamin Privacy Policy, Benjamin Referral Program, or other Benjamin policies. You can also go to benjamin.finance/policies to review the effective versions of each of Benjamin’s policies.

Benjamin may make such changes described herein this agreement at any time even though such changes may affect or impair your ability to use referral rewards and Referral Coins that you have already accumulated. Benjamin is not responsible and assumes no liability if such changes have an adverse effect on a user.

You are responsible for reading the Benjamin Referral Program Terms and Conditions in their entirety, the Benjamin Terms of Service and Benjamin Privacy Policy (the updated effective Benjamin policy versions are available on benjamin.finance/policies), policy change notices posted on benjamin.finance/polices or policy change notices sent to you directly via the provisions described herein this agreement under **Notice of Changes**, policy change notices for other Benjamin agreements sent to you directly following the terms of their respective agreements, and any additional Benjamin user disclosures and information in order to understand your rights and responsibilities under the Benjamin Referral Program.

These reservations of rights apply to all aspects of the Benjamin Referral Program, as well as the any other associated discount or special promotion programs Benjamin may offer from time to time.

Changes to Terms of the Agreement and Notices

We will give you 15 days notice of the following types of changes to the program or this agreement:

- If we limit the number of referral rewards you can earn
- If we change the number Referral Coins per referral
- If we cancel the Benjamin Referral Program

We will send this notice to you in writing, which, at our option and sole discretion, may be delivered to you electronically by email, through our online services at benjamin.finance, or through our mobile services such as the Benjamin mobile app in the form of a notification or alert. Benjamin has no liability for correspondence that is misdirected, lost, stolen, damaged, or delayed.

We will give you notice of changes to the agreement or program by posting an updated copy of this agreement on the Benjamin Referral Program section of the benjamin.finance/policies website. Note that to view some policies, you may need to be logged into Benjamin. We will indicate that changes have been made by updating the “Effective Date” located at the beginning of this agreement. If you do not accept any such changes, your sole and exclusive remedy is to cease participation in the Benjamin Referral Program and forfeit any accumulated referral rewards or Referral Coins.

We will not provide any notice when we change what you can receive for your Referral Coins through redemptions or otherwise. We will not provide any notice when we change the method of redemption or associated terms and conditions of redemptions, except otherwise provided herein this agreement. By participating in this program, you understand and agree that we can make these changes at any time and in the sole discretion of Benjamin. You are able to view how many Referral Coins you have and what you can currently receive with your Referral Coins when you log in to the app and navigate to your Benjamin Wallet. Future availability of any specific items or redemption options is not guaranteed.

How You Can Earn Referral Rewards

Eligibility and Earning Referral Rewards

To receive the referral reward through the Benjamin Referral Program:

- You must be a member of the Benjamin platform with a synced credit report and bank account; and
- You must be a Campus Magnate; and
- You must satisfy the terms and conditions specified in the Benjamin Referral Program, your Benjamin account must not be cancelled or terminated, and your Benjamin account must not be past due or delinquent on the date the referral offer would post to your account and when you have qualified to receive the referral reward; and
- You must submit referral(s) using your unique referral link, found in the Benjamin referral dashboard when logged in to your account on benjamin.finance or on the Benjamin mobile app. You may share your unique referral link via email, text, message, or other similar methods of communication. You may also share your unique referral link via various social media platforms, including, but not limited to Facebook, Twitter, and Instagram; and
- The referred individual(s) must then sign up for Benjamin either online at benjamin.finance or via the Benjamin mobile app. During the sign-up process, the referred individuals(s) must use your unique referral link with its associated specific invite in order for them to count as a referral eligible for the referral reward; and
- In order for the referred individual(s) to count as a completed signup eligible for the referral reward, they must create their Benjamin account, sync a credit report, sync at least one bank account, and verify their identity with a form of ID that Benjamin approves; for a list of eligible IDs, please see benjamin.finance/policies. If the referred individual(s) do not have a bank account at the time of signup, they will still count as a referral eligible for the referral reward if they sync a bank account within 30 days of the initial Benjamin account creation date; and
- In order for the referral to count as an eligible referral, the recipient must not already be a current Benjamin user, nor can the recipient have ever been a Benjamin user in the past; and
- In order for the referral to count as an eligible referral, the recipient must be an enrolled student at the time of signup and completing the verification process; and
- In order for the referral to count as an eligible referral, the recipient must use their respective college or university student email address and it must end in ".edu"; and
- You cannot earn a referral reward for those referral recipients who are referred by someone else and elect to use the other person's unique referral link instead of yours; we will credit the referral reward to the person whose referral link was used to complete the sign-up process; and
- The recipient of your referral must complete the sign-up process; those that do not complete the sign-up process as described herein this agreement will not count as an eligible referral; and
- You will receive one referral reward credit per referral satisfying the terms and conditions of the Benjamin Referral Program; and
- You cannot refer yourself.

Benjamin reserves the right to limit, cancel, or revoke referral rewards if Benjamin determines, in its sole discretion, that you have violated these terms and conditions, or if we restrict or close your account pursuant to our Benjamin Terms of Service. Any violation or abuse of this program may result in the forfeiture of the referral reward credits (including already accumulated referral reward credits) and/or forfeiture of accumulated Benjamin Referral Coins and/or termination or suspension from participation in this program or your Benjamin account.

We may also consider your behaviour with Benjamin in determining whether to award you referral reward credits; we reserve the right in our sole discretion to withhold, revoke, or cancel any and all rewards from your account.

Sending Referrals

Users that elect to share their unique referral link via a social media platform must also comply with that third party's terms of use. You should also be aware that by engaging in such referral activity on a third party platform, you will be, at your own risk and liability, subjecting yourself to those third party sites' privacy, terms of use, security, and consumer practices and policies which Benjamin does not endorse or control. By sharing your unique referral link, you also acknowledge and agree that you will be either directly or indirectly disclosing that you are a Benjamin member.

If you elect to send an email or text referral through Benjamin via the referral dashboard within the Benjamin mobile app or via the Benjamin website, you acknowledge and agree that:

- We may disclose your name, email address or phone number, and status a Benjamin member, and that you may receive a referral reward if they decide to sign up for Benjamin via the email or text we have sent on your behalf; and
- Some individuals that you refer may not receive a referral email or text if they have previously opted out of receiving email or text marketing communications from Benjamin, depending on the particular mode of communication; and
- Different from other methods of sharing and sending referral links that you may choose to utilize, if you send a referral directly through the Benjamin referral dashboard instead of copying and pasting the link, we will be the sender of the emailed or texted invitations to your friend; and
- For sending referrals via text or message, messaging and data rates may apply, for which Benjamin is not responsible.

Please note that special offer terms apply to the recipient of your referral and they will be subject to the same Benjamin Terms of Services and Benjamin Privacy Policy. To the extent that different or updated Benjamin Referral Program terms are made available at a later time, you may only avail yourself of those specific terms for rewards if you resend your invitation and the recipient uses the new referral link to complete the sign-up process for Benjamin instead of using the old link under the prior Benjamin Referral Program terms and conditions.

Whenever and wherever you refer Benjamin to another party, any additional statements you make, of which are not provided by Benjamin, about the referral rewards and services and products of Benjamin or its affiliates, must be:

- Consistent with the content and materials we provide to you and the recipients of your referrals; and
- Truthful, accurate, forthright, factually supported, not misleading, and reflect your honest beliefs, opinions, or experiences with Benjamin.

We assume no liability for any statements made by you, even if such statements are made by Benjamin in material provided to you or otherwise available. Any modification or efforts to bypass, manipulate, obscure or otherwise modify the delivery and accurate presentation of your unique referral link, sharing tools, content, disclosures or other materials and instructions Benjamin provides will be considered a violation of these terms.

We may also consider your behaviour with Benjamin in determining whether to award you referral credits; we reserve the right in our sole discretion to withhold, revoke, or cancel any and all referral credits from your account. If in our sole discretion Benjamin determines that you have engaged in any abuse, misuse,

gaming, taking advantage of the program, or exploitation of a glitch for earning excessive referral credits in connection with the Benjamin Referral Program in any way or that you intend to do so, we may not credit the referral reward credits to your account.

Tracking Referral Rewards

Once you have successfully created a Benjamin account and share your unique referral link through one of the methods described herein this agreement, you will be able to view the number activated referrals that have been registered under your unique referral link when logged in via the Benjamin referral dashboard either on the website benjamin.finance or the Benjamin mobile app. On the Benjamin referral dashboard, you will be able to view the number of people that have completed their Benjamin signup verification process as described herein this agreement, with a synced credit report and bank account and verified ID.

Receiving Referral Rewards

For each referral reward credit you have earned through eligible completed and verified referrals, you will receive one Benjamin Referral Coin in your account, distributed on a monthly basis. In addition, each new member referred to Benjamin receives two months free of the Benjamin subscription from the date of sign-up completion. Benjamin Referral Coins for referral reward credits are generally deposited on the first of each month, however, it may take up to 8-12 weeks for the referral reward to be applied and post to your account after each eligible referred individual completes their sign-up process.

Once you have made 100 successful referrals to eligible people that have completed the signup process and verified their accounts, you may be invited to receive additional rewards per referral at the sole discretion of Benjamin. At the sole discretion of Benjamin, you may also receive the option to enroll in the educational training courses offered by the firm in lieu of receiving referral reward credits. Should you elect to receive the educational courses in lieu of referral credits, you will be ineligible to accumulate any new referral credits after opting into the educational program. Additionally, for each 25 successful referrals to eligible people that have completed the signup process and verified their accounts, you may receive, at the sole discretion of Benjamin, a bonus up to \$125; this will only apply up to and including your first 100 referrals.

Benjamin will allow users to enter the Benjamin platform to complete the sign-up process school by school, beginning on September 1st, 2020; some schools may not be initiated on September 1st, 2020 for completion of the signup process, and it may take up to September 1st, 2021 for all schools to be onboarded; any referral recipient who registered with a student email address that attends a university which has not been onboarded will not be able to complete the signup process until their school is onboarded onto the Benjamin platform. Benjamin will contact each user via either text or email when their account signup is ready to be completed. Should a user not be able to complete the signup process due to their school still being held on the waitlist, you will not receive the referral rewards until such time that the school has been opened for onboarding.

The value of the referral reward may be taxable income to you that may need to be reported. You are responsible for any federal, state, or local taxes that result from you receiving referral rewards. Please consult with your tax advisor if you have any questions about the tax treatment of a referral reward credit. Benjamin assumes no responsibility or liability for you incurring taxes as a result of receiving referral rewards.

Referral Coin Accumulation and Referral Coin Redemptions

Redeeming Rewards

You can redeem the Benjamin Referral Coins accumulated in your Benjamin account for monetary credit redemptions. In order to redeem the Benjamin Referral Coins:

- You must have a bank account that is synced with Benjamin (for monetary credit redemptions); and
- You must have a sufficient number of Benjamin Referral Coins in your account to redeem or convert; and
- Your account must be in good standing and paid in full; and
- You must choose redeem Benjamin Referral Coins for monetary credit redemptions in accordance with the Benjamin Referral Program, Benjamin Terms of Service, and Benjamin Privacy Policy.

Upon redeeming Benjamin Referral Coins for a particular redemption offering (monetary credit), the Referral Coins will be immediately deducted from your account.

For monetary redemptions, Benjamin Referral Coins shall redeem at a rate of five dollars (\$5) per Referral Coin, in U.S. dollars. This redemption value may be changed by Benjamin at any time, subject to the terms of the Benjamin Referral Program with respect to changes and notices.

You do not have to use your referral rewards benefits earned upon receipt of the Benjamin Referral Coins posting to your account and you may accrue the rewards in accordance with the terms and conditions of the Benjamin Referral Program.

Accumulation of Referral Coins

Benjamin Referral Coins do not expire as long as the Benjamin Referral Program is active. You are free to accumulate as many Referral Coins as you would like, and there is no requirement to redeem them for monetary credits immediately upon receiving them.

Account Closure

Benjamin may close your account at any time in accordance with the Benjamin Terms of Service, for reasons including, but not limited to your violation of the terms and conditions of any agreement with Benjamin or its affiliates, including the Benjamin Referral Program. Should your account be closed by Benjamin involuntarily or become deactivated as defined in the Benjamin Terms of Service, you will forfeit any unused Benjamin Referral Coins, either pending or posted.

If you elect to voluntarily close your Benjamin account, any unused Benjamin Referral Coins, either pending or posted, will be forfeited.

Law Provisions

General

The failure of Benjamin to enforce rights under the Benjamin Referral Program at any time and for any period shall not be construed as a waiver of such rights.

Severability

If any part, term, or provision of the Benjamin Referral Program is held to be illegal or unenforceable or held invalid by any law, rule, order, or regulation of any government or by the final determination of any court of competent jurisdiction, neither the validity, nor the enforceability of the remainder of Benjamin Referral Program shall be affected and such parts, terms, or provisions shall be interpreted so as best to accomplish the objectives of such invalid provision within the limits of applicable law or court decision.

Choice of Law and Arbitration.

The Benjamin Referral Program agreement shall be governed by the laws of the State of Delaware, excluding its conflicts of laws provisions, and you and Benjamin agree to submit disputes arising out of or in connection with the Benjamin Referral Program to arbitration in Dover, Delaware before a single arbitrator of the American Arbitration Association, in accordance with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. You further agree that any and all disputes, whether presently in existence or based on acts and omissions in the past or in the future, will be resolved exclusively and finally by binding arbitration rather than in court or by a judge or jury.

The arbitrator shall be selected by mutual agreement of you and Benjamin within thirty (30) days after the commencement of the arbitration proceeding by service of a demand for arbitration. If the selection of an arbitrator cannot be agreed within thirty (30) days, the arbitrator shall be selected by application of the rules of the American Arbitration Association and supplementary procedures for consumer-related disputes, except that such arbitrator shall be an attorney admitted to practice law in Delaware. Neither you nor Benjamin will challenge the jurisdiction or venue provisions as provided in the Benjamin Referral Program. If there is any conflict between the English language version of the Benjamin Referral Program and the translation of the same into any other languages, the English language interpretation shall prevail. If required for the enforceability of this U.S. arbitration agreement under the Federal Arbitration Act, Benjamin will pay all arbitrator's costs and expenses; if not, those costs will be paid as specified elsewhere in the Benjamin Referral Program.

In accordance with terms of the Benjamin Referral Program, you shall only be able to serve a demand for arbitration on Benjamin within a reasonable time after the dispute has arisen, and in no event shall the demand be made after two years from when the aggrieved party knew, became aware, or should have known of the dispute.

Benjamin and you agree that the arbitrator of any dispute may not consolidate more than one person's claims in any form, and may not otherwise preside over any form of a class or representative proceeding or claims, including but not limited to a class action, representative action, consolidated action, private attorney general action, or other similar claim. If the class action waiver is found to be illegal or unenforceable, then the U.S. arbitration agreement set forth herein will be unenforceable, and the dispute will be decided by a court.

Class Action Waver

To the extent permissible by law or regulation, you agree that the resolution of any dispute arising out of or in connection with the Benjamin Referral Program shall be conducted on an individual, not a class-wide basis, and that no such proceeding by be consolidated or combined with any other legal proceedings involving Benjamin or any other person or entity. You agree further that you and anyone that is asserting a claim for you, will not be a class representative, class member, or otherwise participate in class, representative, combined, consolidated or private attorney general proceeding against Benjamin.

Fees

In the event legal or arbitration action becomes necessary to interpret or enforce any provision of the Benjamin Referral Program and the user prevails in a legal or arbitration determination, the user shall be entitled to its expenses, court costs and reasonable attorneys' fees, or the amount paid by user of the total subscriptions paid to Benjamin for Benjamin's services, whichever is lower, so long as this provision does not affect the legality or enforceability of the "Law Provisions" described in the Benjamin Referral Program; if this provision impacts the legality or enforceability of "Law Provisions", fees shall simply be paid in full by the losing party to the dispute.

I acknowledge that I have read the Benjamin Referral Program Terms and Conditions in their entirety and agree to its terms.

Name: _____

Title: _____

Signature: _____

Date: _____