

SPOT LABS, INC.
Referral Program Terms

These terms and conditions (the “**Program Terms**”) apply to your access to, and participation in, the Spot Labs, Inc. Referral Program (the “**Referral Program**”). The Referral Program is operated by Spot Labs, Inc., a Delaware corporation (“**Spot**”) for the purposes of promoting the use of the web or mobile-based interface (the “**Interface**”) it has developed to interact with and access the Spot Protocol (as that term is defined in the Terms of Service). By participating in the Referral Program, you agree that you have read, understand, and accept these Program Terms and that you consent to Spot’s processing of data that is personal to you, and sharing of such data with third parties, in accordance with Spot’s Privacy Policy, as amended from time to time (the “**Privacy Policy**”) available at spot.dog/privacy-policy. You further understand that by accessing or using Spot’s products and services (“**Products**”) and participating in this Referral Program, you agree to the terms of service (“**Terms of Service**”) available at <http://www.spot.dog/terms-of-service>, including the indemnification, limitation of liability, binding arbitration, and class action waiver provisions contained therein. The Privacy Policy and Terms of Services are incorporated into and made a part of these Program Terms by this reference. Capitalized terms not defined herein shall have the meaning set forth to them in the Terms of Service.

Spot reserves the right to modify these Program Terms, in whole or in part, at any time and in its sole discretion without notice to you, and you waive any right you may have to receive specific notice of any such modifications. These Program Terms are subject to Spot’s interpretation and shall be applied by Spot at its sole discretion. Your participation in the Referral Program confirms your acceptance of any such modifications to these Program Terms; therefore, you should revisit and review these Program Terms periodically. If you do not agree to the Program Terms at any time, including after a modification has been made, you should stop participating in the Referral Program.

Spot reserves the right to suspend or terminate the Referral Program at any time in its sole discretion, without notice to you, and you waive any right you may have to receive specific notice of any such suspension or termination.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW. NO PURCHASE NECESSARY TO PARTICIPATE IN THIS REFERRAL PROGRAM.

1. Eligibility

To be eligible to participate in the Referral Program (thereby becoming an “**Eligible Participant**”) and receive a referral reward (a “**Referral Reward**”):

- (i). You must be eighteen (18) years or older and be a resident in any jurisdiction where the Spot Products are accessible;
- (ii). You must agree to the terms of these Program Terms;
- (iii). You must use the Products, including the Interface and Wallet Service (as those terms are defined in the Terms of Service), consistent and in compliance with the Terms of Service;
- (iv). You must send your designated referral link (“**Referral Link**”) to a person who is not currently a user of the Interface (a “**Referred User**”); and
- (v). The Referred User must access and use the Interface in accordance with the Terms of Service and these Program Terms.

The Referral Program is intended for personal use only. Commercial use is prohibited. The Referral Program is not targeted towards, nor intended or permitted for use by, anyone under the age of eighteen (18). No purchase necessary to participate in the Referral Program. Any consideration paid to Spot will be rejected and/or returned to the original source of payment. Void where prohibited by law. All applicable federal, state, and local laws apply.

Employees, officers, directors, agents, and representatives of Spot and its affiliates, and each such individual's immediate family members (mother, father, sister, brother, child, husband, wife, and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate in the Referral Program or earn a Referral Reward.

To the extent you decide to share your Referral Link using a third-party's service, such as a messaging application, you must also comply with that third-party's terms of use. You should also be aware that by engaging in such activity via a third-party service, you will be at your own risk subjecting yourself to that third-party's privacy, security and consumer practices and policies, which Spot does not endorse or control.

2. Referral Rewards

The Referral Program will begin and shall run until such time as determined by Spot in its sole discretion (the "**Program Period**"). An Eligible Participant who refers a Referred User who subsequently and successfully accesses and uses the Interface, in accordance with the Terms of Service, pursuant to the terms and conditions herein ("**Qualified Use**"), will be entitled to receive a Referral Reward, which will be determined by Spot in its sole discretion, for every Qualified Use by a Referred User during the Program Period.

Eligible Participants may earn Referral Rewards for every Qualified Use of a Referred User (upon Qualified Use, each a "Referred Eligible Participant"), provided the Referred Users use the applicable Referral Link. There is no limit to the number of Referral Rewards an Eligible Participant can earn during the Program Period. An Eligible Participant will not earn a Referral Reward if a Referred User is an existing user or if the Referred User does not use the correct Referral Link when first interacting with and using the Interface. Eligible Participants may not refer themselves. For the avoidance of doubt, a "Referred Eligible Participant" means any Referred User who participates in the Referral Program as an Eligible Participant that originates from the initial Eligible Participant's referral under these Program Terms. **You may not use any method in an attempt to circumvent the Program Terms.**

Referral Rewards shall be provided at the sole discretion of Spot and will be provided in the form determined by Spot in its sole discretion. The specific Referral Reward that an Eligible Participant may earn under this Referral Program will be specified on the Interface. Spot may update the type of Rewards Eligible Participants may receive on the Interface from time-to-time, with or without notice to Eligible Participants. Eligible Participants are solely responsible for periodically checking the Interface to understand the type of Rewards that an Eligible Participant may earn under this Referral Program. In some cases, Rewards may be provided in the form of USD Coin ("**USDC**"), a digital stablecoin pegged to the United States dollar. Referral Rewards may be based on a Referred User's Qualified Use and the Spot Fee (as defined in the Terms of Service) paid by such Referred User (i.e., a percentage of the Spot Fee).

Referral Rewards will be deposited into the Eligible Participant's wallet through the Wallet Service, if applicable. In some cases, Rewards may be granted to you and automatically reflected on the Interface (e.g., in the form of discounted Spot Fees). Rewards will only be granted during the Program Period.

Spot reserves the right to withhold, delay, or void any Referral Rewards for suspected fraud or non-compliance with these Program Terms or any agreement you have entered in with Spot. If you believe your Referral Rewards are being withheld in error, you may contact Spot at support@spot.dog. Spot's decision with respect to any dispute regarding rewards shall be final. Any fraud or non-compliance discovered by Spot may result in Spot suspending or terminating your access and/or use of the Interface or any other Product offered by Spot, as well as your participation in the Referral Program.

Spot and its affiliates are not responsible for lost or stolen Referral Rewards or for Referral Rewards delivered to the wrong wallet address or e-mail address due to your failure to keep your information accurate, current, and complete.

3. Prohibited Activities

By participating in the Referral Program as an Eligible Participant, you agree to not engage, whether directly or indirectly, in the following activities and understand that you may not:

- (i). Provide investment advice or recommendations to Referred Users regarding investment needs;
- (ii). Provide compensation, or accept any compensation from, any Referred User or Referred Eligible Participant;
- (iii). Make any representations, in any manner, regarding your experience with the Referral Program, any Referral Rewards you have received, or the number of Referred Users or Referred Eligible Participants you have introduced to Spot;
- (iv). Make any statements that focus on or encourage participation in the Referral Program as a Referred Eligible Participant instead of promoting bona fide use of the Interface or any other Product;
- (v). Provide training to any person regarding how to participate in the Referral Program and how to earn Referral Rewards;
- (vi). Provide information about Spot to any prospective or actual Referred User that is not provided by Spot on the Interface or any other content provided by Spot;
- (vii). Participate in the Referral Program for any illegal purpose, or in violation of any local, state, national, or international law;
- (viii). Post, upload, or distribute your Referral Link on public forums, websites, or social media sites where you may not know the recipients, including but not limited to Reddit, Instagram, TikTok, X, etc.; and
- (ix). Perform any fraudulent activity, including impersonating any person or entity, claiming false affiliations, or falsifying your identity or any information about you.

The above list of prohibited activities is not exhaustive. You understand that engaging in other similar activities may result in termination of your eligibility to participate in the Referral Program, as determined by Spot in its sole discretion.

4. Legal Representations

In connection with participating in the Referral Program, you represent and agree that:

- (i). You are acting on behalf of Spot and hereby agree to participate in the Referral Program under these Program Terms in a manner consistent with the instructions of Spot, and to follow the instructions of Spot at all times;

- (ii). You understand that you are not an employee of Spot and agree that if you are an Eligible Participant, you are participating in the Referral Program independently and shall be responsible for your own tax liability and any other obligations;
- (iii). You understand and agree that you do not have the authority to bind Spot in any manner and shall not represent yourself to any prospective Referred User or any other person as having such authority;
- (iv). If you provide information about Spot to a Referred User, you will limit that to the information on the Interface and content provided by Spot; and
- (v). Your activities will be limited to informing your contacts about Spot so that they may independently decide whether or not to access and use the Interface.

If you cannot accurately make the preceding representations, you may not participate in the Referral Program. If you are currently participating in the Referral Program and the preceding representations become inaccurate, you agree to immediately inform Spot at support@spot.dog. Spot reserves the right to refuse to offer or pay any Reward to you if it determines that you have failed to comply with any of the preceding representations.

5. Suspension or Termination of Your Account

Without notice to you, Spot reserves the right to suspend and/or terminate your access and/or use of the Interface, and/or your participation in the Referral Program if Spot determines, in its sole discretion, that you have violated these Program Terms, or that the use of the Interface is unauthorized, deceptive, fraudulent, or otherwise unlawful. Spot may, in its sole discretion, suspend, cancel, or combine wallets that appear to be duplicative. In addition, Spot may close, deactivate or block access to the Interface at any time in its sole discretion in accordance with the Terms of Service.

Spot may prohibit an Eligible Participant, Referred Eligible Participant, or Referred User from participating in the Referral Program or receiving a Reward if, in its sole discretion, it determines that such Eligible Participant, Referred Eligible Participant, and/or Referred User is attempting to undermine the legitimate operation of the Referral Program by cheating, hacking, deception, or other unfair or improper conduct (including, without limitation, the creation of multiple accounts and/or inducing Referred Users by the payment of compensation).

6. Termination of the Referral Program; Amendment to the Program Terms

The Referral Program shall expire upon expiration of the Program Period. In addition, Spot may suspend or terminate the Referral Program at any time its sole discretion, including, without limitation, if the Referral Program is not capable of running as planned for any reason, including, but not limited to, by reason of tampering, unauthorized intervention, labor dispute, fraud, or any other cause beyond the control of Spot which, in the sole opinion of Spot, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Referral Program. Upon expiration or termination of the Referral Program, you may continue to access and use any Referral Rewards that have already been deposited in your wallet. Spot reserves the right to amend these Program Terms at any time without notice. Please check back frequently.

7. Tax Liability

Consult with your tax advisor about the appropriate tax treatment for this Referral Program and any tax implications associated with receipt of a Referral Reward before participating. Rewards earned through your participation in the Referral Program may be subject to tax liability. You are solely responsible for any and all tax liability, including disclosure, resulting from your usage of, and participation in, the

Referral Program. Spot does not take responsibility for any taxes related to Referral Rewards offered hereunder.

If applicable, Spot will issue 1099 tax forms to Eligible Participants who are U.S. citizens or residents, as required. The information reported on 1099 tax forms are also reported to the U.S. Internal Revenue Service. As such, information on 1099 tax forms should be incorporated into tax returns for each taxable year that 1099 tax forms are received.

8. Disclaimer

Participation in the Referral Program does not constitute a solicitation of a security or digital asset or a recommendation to buy, sell, or hold any given security or digital asset. Spot does not hereby recommend any security or digital asset or transaction. This is not an offer or solicitation in any jurisdiction where Spot is not authorized to do business.

Spot does not offer any warranties, and disclaims all warranties, express or implied, with regard to the Referral Program. All Referral Rewards are provided to registered users “as is” and without warranty. Spot does not guarantee that its Interface will be free of errors or interruptions. Spot reserves the right to correct all typographical and other written errors, including erroneous rewards balances. Spot nor any of its affiliates assume any liability or responsibility for any damages due to such errors, interruptions, or inability to access the Interface.

9. General Information

The Referral Program is governed by and subject to all applicable federal, state, and local laws. Your Spot account (and thus your Referral Program participation) is personal to you and may not be sold, transferred, or assigned to, or shared with, third parties, or used by you for any commercial purpose.

If you have questions regarding the Referral Program or these Program Terms, please contact Spot at support@spot.dog.

Nothing in these Program Terms limits Spot from exercising any legal rights or remedies that it may have.