

REFERRAL PROGRAM TERMS & CONDITIONS

Subject to these Referral Program Terms & Conditions (the “**Referral Program Terms**”), Slope provides an opportunity for existing customers (“**Existing Customer**”) and potential customers referred by an Existing Customer (“**Leads**”) to receive an incentive in connection with the referral program described below (“**Referral Program**”). Existing Customers and Leads are referred to collectively as “**Participants**.”

These Referral Program Terms represent a binding legal agreement between Slope and each Participant. By referring a Lead to Slope or by applying for an account with Slope and identifying as a Lead, a Participant agrees to be bound by the terms of these Referral Program Terms, Slope’s Terms of Service, Privacy Policy, and any other applicable Slope terms and policies. This referral program is provided solely by Slope. The program is not provided by or affiliated with Slope’s bank partner.

1. **ELIGIBILITY.** The Referral Program is open only to legal entity Participants domiciled in one (1) of the fifty (50) states within the United States or the District of Columbia. Employees, officers and directors of Slope, its affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers, and their respective immediate family members, are not eligible. To be eligible to receive an Incentive, each Participant must qualify for and complete all of the requirements of the Referral Program, as explained more fully below, as well as meet Slope’s general customer eligibility requirements as more fully outlined in Slope’s Terms of Service. Those who do not qualify are ineligible for participation in the Referral Program.
2. **HOW TO PARTICIPATE.**
 - a. **Existing Customers.** For an Existing Customer to qualify to receive an Incentive, the Existing Customer (i) must be a current customer of Slope that actively uses at least one service offered by Slope; and (ii) must not be delinquent or in default on any obligations owed to Slope. The Existing Customer will be deemed to have made a referral to Slope if the Lead applies for financing through Slope using the unique referral link provided by Existing Customer (a “**Referral**”). Existing Customer may only receive Incentives for Referrals of Qualified Leads.
 - b. **Leads and Qualified Leads.** To be a “**Qualified Lead**” a Lead must (i) not have an existing or previous Slope account and not have had prior contact with Slope in the three (3) months prior to a Referral; (ii) not have been a previous Slope customer or otherwise previously used Slope for any service, (iii) complete, and provide any requested information in connection with, the identity verification, due diligence, and onboarding processes through Slope, and (iv) must be approved for financing through Slope with a limit of over \$20,000.
 - c. Slope reserves the right, in its sole discretion, to reject any Referrals, customers or accounts, and/or deny participation in the Referral Program for any reason.
3. **PRIVACY.** Slope’s Privacy Policy will govern any data collected during the Referral Program. Further, by submitting a Referral or any information to Slope, Existing Customer represents and warrants that it is acting in compliance with all applicable privacy laws, and has permission and authority from the applicable Lead to make a Referral. Each Participant agrees to Slope’s Privacy Policy.

4. **PARTICIPANT FEEDBACK.** As part of the Referral Program, Participants may be requested to provide, and each Referral may include, certain comments, feedback, ideas, reports, suggestions, recommendations, questions, data or other information about Slope, and/or its products and services, including without limitation, new features or functionality relating thereto (collectively, “**Feedback**”). All Feedback will become the sole and exclusive property of Slope. Each Participant acknowledges and agrees that Slope is free to use such Feedback irrespective of any other obligation or limitation between Slope and Participants applicable to such Feedback. Participants shall not knowingly submit false or misleading information as part of any Feedback. Slope is not required to use any Feedback to develop and enhance Slope’s current or future products and services. Slope has the right to use and disclose, publicly or to any of its partners, anonymized or aggregated information derived from Feedback. Participants shall have no right of compensation from, credit or attribution or approval over any use of the Feedback by Slope.
5. **INCENTIVE.**
 - a. **Existing Customers.** Each Existing Customer will be provided an “**Incentive**” in the form of a \$500 credit for each Referral of a Qualified Lead the Existing Customer makes. Such credit may be applied solely towards the fees on the Existing Customer’s next extension of credit applied for and facilitated through Slope, to the extent such fees exceed \$500.
 - b. **Qualified Leads.** Each Qualified Lead will be provided an “**Incentive**” in the form of a \$500 credit that may be applied against the fees on its first extension of credit applied for and facilitated through Slope; provided such initial extension of credit must: (i) be in a principal amount greater than \$20,000; (ii) bear fees greater than \$500; and (iii) be requested and approved within thirty (30) days of the Qualified Lead being approved for an account with Slope.
 - c. Participants may only apply Incentives to the amount owed on an extension of credit applied for and facilitated through Slope. Incentives are not legal tender or currency; are not redeemable, refundable, or exchangeable for any sum of money or monetary value; and do not constitute or confer upon any Participant any right to receive any cash payment from Slope. If a Participant’s account with Slope is closed or terminated for any reason, any remaining unused Incentives shall be void and terminated.
 - d. Earned and available Incentives will be communicated via email provided by the Participant. Participant shall bear, and is responsible for, all taxes, levies and charges associated with and imposed on Participant in connection with these Referral Program Terms and/or the receipt of any consideration and/or Incentive, and any filings required in connection therewith.
6. **LIMITATION OF LIABILITY.** SLOPE WILL NOT BE LIABLE TO PARTICIPANT FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY KIND, OR FOR LOSS OF BUSINESS, PROFITS, REVENUE, CONTRACTS OR ANTICIPATED SAVINGS, ARISING OUT OF OR IN CONNECTION WITH THESE REFERRAL PROGRAM TERMS OR THE REFERRAL PROGRAM. IN ANY EVENT AND UNDER ANY CIRCUMSTANCES, SLOPE’S AGGREGATE AND TOTAL LIABILITY TO A PARTICIPANT ARISING WITH RESPECT TO THESE REFERRAL PROGRAM TERMS OR THE REFERRAL PROGRAM WILL NOT EXCEED THE LESSER OF (i) \$5,000, AND (ii) AN AMOUNT EQUAL TO THE TOTAL INCENTIVES TO

WHICH PARTICIPANT WAS OR SHOULD HAVE BEEN ENTITLED TO IN THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

7. **NO WARRANTIES.** SLOPE HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO ANY ARRANGEMENTS CONTEMPLATED BY THESE REFERRAL PROGRAM TERMS, INCLUDING WITHOUT LIMITATION WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, MERCHANTABILITY, LEGALITY, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.
8. **RELEASE/DISPUTES/ARBITRATION/GOVERNING LAW.** Each Participant agrees to release and hold harmless Slope and its partners, officers, directors, employees, and affiliates from any injury, loss or damage due to participation in the Referral Program or the acceptance or use/misuse of an Incentive. By participating in the Referral Program, each Participant agrees to be bound by the arbitration provision contained in Slope's Terms of Service ([https://https://slopepay.com/terms](https://slopepay.com/terms)), which is hereby incorporated by reference herein. All matters relating to the Referral Program and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, the Referral Program shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the City of San Francisco and County of San Francisco although we retain the right to bring any suit, action or proceeding against you for breach of these Referral Program Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. The invalidity or unenforceability of any provision of these Referral Program Terms will not affect the validity or enforceability of any other provision.
9. **FRAUD; ABUSE; REJECTION.** SLOPE RETAINS THE RIGHT TO REVIEW THE INCENTIVE AVAILABLE PURSUANT TO THIS THESE REFERRAL PROGRAM TERMS TO A PARTICIPANT FOR POSSIBLE FRAUD OR ABUSE, INCLUDING THE OPENING OF FALSE ACCOUNTS, WHERE SUCH FRAUD OR ABUSE MAY BE ON THE PART OF A LEAD AND/OR ON EXISTING CUSTOMER'S PART. WITHOUT DEROGATING FROM THE FOREGOING, SLOPE IN ITS SOLE DISCRETION SHALL WITHHOLD THE GRANTING OF ANY OUTSTANDING INCENTIVE TO A PARTICIPANT SHOULD SLOPE CONSIDER SUCH PARTICIPANT'S ACTIVITY AS FRAUDULENT OR ABUSIVE. FOR THE AVOIDANCE OF DOUBT, INCENTIVE SHALL NOT BE AVAILABLE WITH RESPECT TO (I) ANY LEADS THAT ARE MEMBERS OF A SLOPE ACCOUNTANT PARTNER'S FIRM OR BUSINESS, (II) ANY CASES IN WHICH EXISTING CUSTOMER USED COUPON PROMOTIONS TO INDUCE A LEAD TO BECOME A QUALIFIED LEAD, AND/OR (III) ANY CASES WHERE EXISTING CUSTOMER PROMOTES SLOPE THROUGH PAID ADVERTISING TO INDUCE A LEAD TO BECOME A QUALIFIED LEAD OR VIA ANY OTHER MANNER NOT PERMITTED BY THESE REFERRAL PROGRAM TERMS. SLOPE, IN ITS SOLE DISCRETION, BASED ON ITS INTERNAL RISK AND COMPLIANCE POLICIES OR FOR ANY OTHER REASON, MAY REJECT

CERTAIN LEADS OR DENY CERTAIN PAYMENTS TO A PARTICIPANT. A PARTICIPANT WILL NOT BE ENTITLED TO ANY INCENTIVE WITH RESPECT TO SUCH REJECTED LEAD.

10. MISCELLANEOUS.

- a. Participation in the Referral Program is subject to any terms and conditions, rules, regulations, policies and procedures that Slope may, at its discretion, modify or adopt from time-to-time, including by not limited to, these Referral Program Terms, Slope's Terms of Service, Privacy Policy, and other applicable Slope policies.
- b. Slope reserves the right to terminate the Referral Program or change the Referral Program Terms, in whole or in part, at any time, with or without notice. In the event of termination, Participants will be entitled to receive any and all qualified Incentives accrued prior to the termination date.
- c. Failure to follow the Referral Program Terms or any misrepresentation of information furnished to Slope may result in the cancellation of the Incentives in whole or in part, in Slope's sole discretion.