

## Affiliate Partner Terms and Conditions

The Affiliate Partner Terms and Conditions (the "Agreement") by and between M1 Holdings, Inc. ("M1," "We," "Us," or "Our") and you ("Affiliate Partner(s)" "You", "Your") is entered into as of the date You click or tap "AGREE" or any similar button or acknowledgement as part of the Affiliate Program process (the "Effective Date"), and is legally equivalent to manually signing this Agreement, and you will be legal bound by this Agreement when you click or tap such button.

### Overview

The "M1 Affiliate Partner Program", also known as the "Affiliate Program", offers commission payouts to Affiliate Partners for each new user they refer to M1 and who takes actions specified in the Rakuten Advertising ("Rakuten") offer terms (the "Rakuten Terms") (refer to Rakuten for [payout details](#)).

### Application Process

To participate in the Affiliate Program, You must fill out the form on the [M1 website](#), or sign up for the M1 Affiliate Program through Rakuten.

M1 reserves the right to deny any Affiliate Partner for any reason. If accepted as an Affiliate Partner, M1, in its sole discretion, may end the Affiliate Partner relationship at any time without notice.

### Creatives

You may create, or M1 may provide Affiliate Partners with, images, videos, or other forms of creatives, including any derivatives thereof (the "M1 Proprietary Information"), that M1 Affiliate Partners can use for promoting M1 as banner ads or otherwise ("Creatives"). M1 Affiliate Partners are not allowed, however, to alter or manipulate the M1 Proprietary Information, and/or the Creatives upon approval (see, Compliance Review below), in any way without express written prior approval from M1. Creatives, whether provided by M1 or created by You in performance hereunder, must maintain accuracy and completeness at all times, and prior to any publication of Creatives, must be submitted to M1 for Compliance Review (see below). In addition, M1 will provide Affiliate Partners with regulatory disclosures (aligned with respective products) that the Affiliate Partner is required to include on applicable M1 Proprietary Information and/or Creatives. Any failure to comply with the aforementioned accuracy, submission, completeness and/or disclosure requirements shall be a material breach of this Agreement, and may result in Your immediate removal from the Affiliate Program without notice.

M1 will review Affiliate Partner content prior to allowing You to post any such content (e.g., Creative) to ensure Affiliate Partners are (i) not modifying or otherwise misusing any M1 Proprietary Information, our own or custom made, without express written consent; (ii) creating content in compliance with M1's regulatory guidelines and/or (iii) complying with this Agreement, including but not limited to the representation and warranties contained herein. Furthermore, M1 will continue to review any thereafter published Affiliate Partner Creative content to ensure the foregoing conditions and Compliance Review requirements (see below) are upheld by you for the lifecycle of any Affiliate Partner Creative content. **M1 reserves the right to withhold, and You agree to expressly forfeit, any payment due where such payment was incurred as a result of or in connection with Your breach of this Creatives section, in addition to any other claims or remedies M1 may have.**

- **Required affiliate-specific disclosures and restrictions:**
  - **Emojis** - Do not use emoji depictions that may be promissory and/or gamified in nature. Such emojis include, but are not limited to, rocket ships, graphs, money, dollar signs, and money bags.
  - **Audio/video** (please see [m1.com](https://m1.com) for up-to-date info)
    - *Required disclosure that needs to be included on all videos/audio mediums: Information presented is accurate as of (date the video recorded/posted). For the latest information, please visit [m1.com](https://m1.com).*
  - **General affiliate disclosure** (when applicable)
    - The opinions expressed are solely those of the authors and do not reflect the views of M1. They are for informational purposes only and are not a recommendation of an investment strategy or to buy or sell any security in any account. They are also not research reports and are not intended to serve as the basis for any investment decision. Prior to making any investment decision, you are encouraged to consult your personal investment, legal, and tax advisors. Any third-party information provided therein does not reflect the views of M1.
    - **Social-media affiliates**
      - This is a paid ad. #paidad.
  - **Social disclosures** (TikTok, Instagram, Twitter, Facebook, etc.)
    - Please visit our social disclosures link at <https://m1.com/social-terms/>
  - **Discussing an M1 product not in the Affiliate Program:**
    - **Required disclosure:** Some M1 Product details were gathered by this affiliate independently. This affiliate does not receive payment for all M1 Products mentioned here. For most up-to-date product details, visit [m1.com](https://m1.com).

## Compliance Review

- **Submission to M1**
  - M1 employs various methods for reviewing Creative content to ensure compliance with law, rules and regulations. Affiliate Partners are required to submit all Creatives to M1 prior to any publication, including but not limited to, posting to Your platform. You are required to attend training with M1 staff to understand the process outlined by M1 and your continued obligations of this Agreement.
  - Affiliate Partner submissions must be approved by M1. Noncompliant Creative content will be rejected and may be returned to You for revisions, at M1's sole discretion.
  - Should Your Creative content require revision due to compliance concerns, You will be contacted by M1 via an M1 Employee or M1's third party vendor acting on behalf of M1. Immediate revision is required regardless of the notification source. Noncompliance may result in immediate removal from the M1 Affiliate Partner Program without notice, and in M1's sole discretion. You acknowledge and agree that M1 may withhold any and all payment due to you for any failure to comply with the foregoing Compliance Review requirements.

## Paid Search Restrictions

M1 Affiliate Partners are restricted from bidding on branded paid search term ads on Paid Search vendors such as Google Ads, Bing Ads, Apple Search Ads, and similar for the following exact, phrase, broad match, or other variation keywords (this also means these keywords need to be applied to all negative lists to restrict targeting in broad match campaigns):

- M1
- M1 Stock
- M1 Finance
- M1 Account
- M1 App
- M1 Finance App
- M1 Financial
- M1 Sign Up
- M1 Trading
- M1 Investing
- M1 Investing App
- M1 Finance Review
- M1 Review
- M1 Login
- M1 Sign In
- M1 Credit Card
- M1 Owner's Reward Card
- (the) Owner's Reward Card by M1
- M1 Borrow
- M1 Spend
- Download M1 Finance
- M1 Save
- M1 Savings
- M1 High Yield Savings
- M1 Crypto
- M1 Invest
- M1 Borrow
- M1 Spend
- M1 Plus
- M1 Finance High Interest Savings Account
- M1 Finance Savings Account Interest Rate
- M1 Finance Savings APY
- M1 Finance Savings Rate
- M1 High Interest Savings Account
- M1 Savings APY
- M1 Savings Interest Rate
- M1 Savings Rate
- M1 Finance Online Savings
- M1 Finance Savings
- M1 Finance Savings Account
- M1 Online Savings
- M1 Savings
- M1 Savings Account
- M1 Finance High Yield Savings
- M1 Finance High Yield Savings Account
- M1 Finance HYSA
- M1 High Yield Savings
- M1 High Yield Savings Account
- M1 HYSA

M1 reserves the right to alter or delete this list at any time for any reason, with or without notice. Not following these Paid Search Restrictions shall be deemed a breach of this Agreement, and could result in a permanent ban from the M1 Affiliate Partner Program, with or without notice.

## Referring Clients

Once approved as an Affiliate Partner, You will gain access to:

- A unique referral link ("Unique Referral Link")
- The ability to add SubIDs to Your Unique Referral Link
- An Affiliate Partner login portal that gives You tools to share and promote Your Unique Referral Link, analytics on Your referrals, and other administrative items.

You can share Your Unique Referral Link via email, social media, or other methods to refer clients and earn commissions. M1 offers M1 Proprietary Information (e.g., in the form of branded banners ads and other creatives; see "Creatives" section above) with Your Unique Referral Link to embed on websites. For proper referral attribution, You must ensure that prospects click the provided Unique Referral Link prior to entering in their email address to M1 to begin the account opening process. People who click on the Unique Referral Link will be directed to either the M1 website or mobile M1 App page and tracked for the following 30-days with a cookie, as long as cookies are not deleted or otherwise altered. Cookie duration is subject to change, without notice, at any time for any reason. In Your capacity of, and as an, Affiliated Partner, You are only permitted to use Your Unique Referral Link provided by M1 pursuant to this Agreement, and use of any other link on any Creative or Your platform (email, social media, etc) is expressly prohibited, including but not limited to, M1's 'Refer Friends' link.

M1 will make a reasonable best effort to properly track and attribute Your referrals, and therefore, M1's

limitations apply (e.g., tracking referrals across different devices, disabled cookies feature, or any other interference. M1 will only reward Affiliate Partners for referrals that use Your Unique Referral Link as tracked through our third-party software; and M1 reserves the right to refuse a payout for suspected fraud or abuse or general noncompliance by You hereunder.

For You to receive commissions for a referred account, the referred client must meet all the criteria listed in the Payout Rules below.

## Payout Rules

Payouts and payout scheduling are subject to the terms and conditions set forth herein and in the Rakuten Terms applicable to You.

## Additional Compensation

At any time throughout the year, with or without advanced notice, M1 may announce a special performance based promotion period where all, or select few, of our Affiliate Partners will have the opportunity to receive additional compensation, in addition to their existing Affiliate Partner compensation, through a tier structure. If applicable, selected Affiliate Partners identified by M1 will receive information to participate in additional campaigns. Selected Affiliate Partners who choose to participate in such additional campaigns will be subject to this Agreement and may be subject to additional terms and conditions provided by M1.

## Other Offers

M1 may, at its own discretion, with or without advanced notice, whether through email or other communication, run additional offers in addition to the standard Affiliate Partner.

Each offer will have separate terms and conditions that will be linked through the original or subsequent message used to convey the offer. Those terms may or may not also be updated and linked to the Affiliate Partner sign up page, this standard Agreement, or other M1 web pages or documentation. In the event You choose to participate in any additional offer, those separate terms and conditions, in addition to this Agreement, apply.

## Confidentiality

M1 may from time to time disclose to You Confidential Information (as defined below) in connection with the performance of this Agreement. You, as the recipient of any such Confidential Information, shall treat all Confidential Information provided by M1 as proprietary and confidential to M1 and shall not disclose or permit disclosure of such Confidential Information to any third party. You shall safeguard all Confidential Information with at least the same degree of care (and in no event, less than reasonable care) as You use to protect Your own confidential information of like kind. You shall use the Confidential Information solely for the purpose of fulfilling Your obligations under this Agreement, and shall not use or disclose such Confidential Information for Your own benefit or for the benefit of others, except as otherwise authorized by this Agreement or by M1 in writing. **Failure to comply with this Confidentiality section may result in Your immediate removal from this Affiliate Program without notice, in addition to any other claims or remedies M1 may have. M1 reserves the right to withhold, and You agree to expressly forfeit, any payment due where such payment was**

**incurred as a result of or in connection with Your breach of this Confidentiality section.**

**“Confidential Information”** shall mean all information, tangible and intangible, disclosed by M1 pursuant to this Agreement, that M1 protects as confidential or proprietary, including, but not limited to, technical, developmental, operating, financial, performance, network, marketing, cost, pricing, vendor and all processes, models, trade secrets, lists, designs, business plans, strategies, reports, records, analyses, compilations, studies and data using or disclosing such information.

### **M1 Ownership & Affiliate Partner License Rights.**

M1 shall be the sole owner of all rights, titles, and interests in and to the M1 Proprietary Information, including, but not limited to, any and all trademarks, designs, M1 provided content, product information, or any derivatives thereof, or any information that but for Your and M1's relationship hereunder, You would not have reasonably used or known prior to such relationship (together, the “M1 Intellectual Property”). M1 will be the sole owner of M1 Intellectual Property, and nothing in this Agreement shall be construed to transfer ownership thereof.

Affiliate Partner License Rights. M1 provides to You a non-exclusive, limited, revocable, non-sublicensable right to use M1 Intellectual Property in accordance with this Agreement and solely for the purpose expressly stated hereunder.

### **Compliance with Laws**

You are responsible for Your own compliance with all applicable legislation, regulations and judicial actions in all competent jurisdictions, including but not limited to, privacy and consumer consent laws.

### **Representations & Warranties**

(A) Each party represents and warrants to the other that (a) it has the authority to enter into this Agreement and sufficient rights to grant any licenses granted hereby, and (b) any material which is provided to the other party and published (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or right of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation; (iii) be defamatory or libelous; (iv) violate any laws regarding unfair competition, anti-discrimination or false advertising; or (v) promote violence or contain hate speech.

(B) You represent and warrant that You have (i) made the applicable disclosures as required under this Agreement, (ii) obtained the required consents, including but not limited to, Compliance Review, and (iii) respected user rights with regard to the use of their personal information or personal data for the purpose of providing the advertising services as is required by applicable data protection laws and regulations.

(C) You represent and warrant that You, as an Affiliate Partner, **will not** present yourself as a financial advisor or broker to clients, and You will not provide direct trading advice or recommendations with respect to any specific transaction or specific investment product.

(D) You further represent and warrant that (i) Your services and referral activities are exempt from

licensing requirement by regulators in the countries and jurisdictions in which they operate; (ii) You act in accordance with all legal, ethical, and acceptable business standards; (iii) Your services and referral activities are in compliance with all applicable law; and (iv) You comply with this Agreement, and if applicable as a participant of M1's Influencer Program (e.g., hybrid program), the M1 Influencer Agreement.

**Failure to comply with these Representations and Warranties, express or implied, may result in Your immediate removal from this Affiliate Program without notice, in addition to any other claims or remedies M1 may have. M1 reserves the right to withhold, and You agree to expressly forfeit, any payment due where such payment was incurred as a result of or in connection with Your breach of this Representations and Warranties section.**

### **Commissions**

Refer to Rakuten for [payout details](#). All determinations related to whether a commission is payable will be made by the Rakuten and will be final and binding.

### **Indemnification**

You shall indemnify, defend (at Your own cost and expense) and hold M1 and its officers, employees, affiliates, vendors, and agents harmless from and against any and all third party claims, suits, demands, damages, losses and expenses (including reasonable attorneys' fees) ("**Claims**") arising from Your breach of this Agreement, including but not limited to, Your misuse of any M1 Proprietary Information and/or M1 Intellectual Property, or Your failure to provide the required disclosures on any Creative content (whether provided by M1 or created by You), Your failure to submit any Creative for Compliance Review, or Your negligence or willful misconduct. If M1 becomes aware of any Claims it believes is indemnifiable hereunder, M1 may give You reasonably prompt written notice of such Claims, but no prior notice to You is required prior to any defense by M1. M1 retains all rights to indemnify itself as a result of any Claims, and shall seek any losses therewith against You prior to any final judgment.

### **Limitation of Liability**

In no event shall M1's aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the total amount paid to You under the Affiliate Program in the three (3) months preceding the claim arising.

### **Entire Agreement**

These Affiliate Partner Terms and Conditions, as supplemented by any additional terms and conditions, sets forth the entire understanding of the Affiliate Partner (You) and M1 with respect to the subject matter hereof and supersedes all prior letters of intent, covenants, arrangements, communications, representations, or warranties, whether oral or written, express or implied, by any officer, employee, or representative of M1 relating thereto. By participating in the M1 Affiliate Partner Program, You agree to follow both these standard Affiliate Partner Terms and Conditions, as well as any other terms and conditions in regards to other offers as contemplated hereunder (if any).

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or

others of them may be invalid or unenforceable in whole or in part.

### **Alteration or Cancellation**

M1 reserves the right to change or cancel the Affiliate Partner Program, with one (1) or more days notice, at any time for any reason.