

## **[Genius Consulting Application – Initial Page]**

### **Statement re Electronic Agreement and Disclosure**

BY CONTINUING WITH THIS ONLINE APPLICATION, YOU AGREE THAT THE AGREEMENT AND THE DISCLOSURES REQUIRED TO BE PROVIDED AT THE TIME OF APPLICATION TO QUALIFY AS A KACHING GENIUS WILL BE PROVIDED ELECTRONICALLY. READ THE INFORMATION BELOW CAREFULLY BEFORE CONSENTING TO RECEIVE INFORMATION ELECTRONICALLY AT THIS WEBSITE AND VIA ELECTRONIC MAIL (“EMAIL”).

**YOU SHOULD PRINT OR SAVE THIS STATEMENT BY USING THE “PRINT” OR “FILE SAVE” OPTIONS ON YOUR INTERNET BROWSER.**

In this Statement re Electronic Agreement and Disclosure (“Statement”), please remember that “you” and “your” refer to the person who is applying to qualify as a kaChing Genius and “we”, “us” and “our” refer to kaChing Group Inc. (“kaChing”).

- Agreements and other information will be provided to you electronically. Included in those agreements and other information will be confirmations required by the Investment Advisers Act of 1940, as amended (the “Act”) and other laws (“disclosures”). The agreements and other disclosures to be provided to you electronically include:
  - kaChing Genius Consulting Agreement and all amendments, notices and other agreements that may supplement the kaChing Genius Consulting Agreement from time to time;
  - Consulting fee calculation reports and notices to you under this agreement; and
  - kaChing’s Statement of Policies and Procedures that apply to kaChing Geniuses, amendments to those Policies and Procedures and notices and requests relating to those Policies and Procedures.
- By applying to qualify as a Genius, you are accepting this Statement and you are agreeing to receive electronically the agreements and other information listed in the first bulleted paragraph above, including the disclosures. Your consent to receive information electronically will apply only to the agreements and other information listed in the first bulleted paragraph above, including the disclosures.
- Information regarding your Genius Consulting Agreement, including the disclosures, will be available on the kaChing website, [www.kaching.com](http://www.kaching.com) (the “Site”), for at least the term of your Genius Consulting Agreement and two years following the termination of such agreement. After that, the information will be available upon request by contacting us by email at [support@kaching.com](mailto:support@kaching.com). When the information is available on the Site, we will send you a message to your user account, or otherwise notify you of its availability.

- You are responsible for maintaining a valid email address and software and hardware to receive, read and send email. You must provide us with your current email address and promptly notify us of any changes to your email address in your user profile on the Site.
- To electronically receive the agreements and other information listed in the first bulleted paragraph above, including the disclosures, you will need a compatible operating system and web browser, and you will need access to a printer or the ability to download information in order to keep copies for your records. The currently compatible operating systems and web browsers are identified at [www.kaching.com/site/system](http://www.kaching.com/site/system) . Changes, if any, to these system hardware and software requirements will be updated on the Site. You must periodically refer to the Site for current system requirements. By applying to qualify as a Genius, you are indicating that you do have the capability to access the agreements and other information, including the disclosures, and download or print copies for your records.
- For customer service or technical assistance regarding your Genius status or agreement, including the disclosures, you may send us an email at [support@kaching.com](mailto:support@kaching.com).

You may obtain a paper copy of the agreements and other information listed in the first bulleted paragraph above, including the disclosures, at any time by notifying us using any of the methods described in the immediately preceding paragraph for customer service. We will not charge you a fee for the paper copy.

This consent will apply on an ongoing basis unless you withdraw your consent. You may withdraw your consent to receive electronically the agreements and other information listed in the first bulleted paragraph above, including the disclosures. However, if you do withdraw your consent, kaChing will terminate your Genius Consulting Agreement. To withdraw your consent, please notify us using any of the methods described above for customer service.

By applying to qualify as a Genius, you are indicating that you have reviewed our privacy and security policies on the Site. You are also acknowledging that your continuation of this application will constitute your agreement to be bound by the terms and conditions of the agreements and other information listed in the first bulleted paragraph above, including the disclosures.

By clicking “I Agree” below you acknowledge that you have read, understand, and agree to be bound by the terms above. If you do not agree to be bound by the terms above, you will not be able to continue. Instead, please email us at [support@kaching.com](mailto:support@kaching.com) if you have questions regarding this agreement. Because the kaChing Genius Consulting Agreement requires extensive use of the Site’s functionality, kaChing will not accept an application for a Genius Consulting Agreement that is not subject to this Statement.

**[I accept] I agree that the agreement and disclosures required to be provided at the time of application and any supplemental agreements or subsequent notices of changes will be provided electronically, and I confirm that I will download or print all electronically-provided documents for my records.** I acknowledge that I can access the disclosures, agreements and information that are provided electronically on the Site and via email.

**[I do not accept]**

**Genius Consultant Questionnaire**

Please provide all of the following information. You represent and warrant to kaChing that the following information is complete and correct. You also agree to promptly notify kaChing of any changes to such information during the entire term of your Genius Consulting Agreement.

**Identification and Contact Information**

Full Legal Name: \_\_\_\_\_

Home Address (street address, not P.O. Box):  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address (if different):  
\_\_\_\_\_  
\_\_\_\_\_

Daytime Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Evening Phone: \_\_\_\_\_  
Primary Email: \_\_\_\_\_  
Secondary Email (if any): \_\_\_\_\_

**Consulting Fee Information**

You designate the rate for other users to mirror your virtual portfolio. The annual rate of this fee can range between 0.25% and 3.00% of the value of the account that mirrors your virtual portfolio. kaChing charges its customers who mirror your virtual portfolio a management fee based on this percentage. kaChing's consulting fee to you will be equal to 75% of the management fees that kaChing actually earns from its customers who mirror your virtual portfolio, except that if the annual rate you designate is 0.25% you will not receive a consulting fee and if your annual rate is less than 1% but more than 0.25%, you will receive the management fee minus 0.25% per year. Your consulting fee, if any, will be calculated and payable as provided in the Genius Consulting Agreement.

Please specify the annual rate that Customers will pay to mirror your virtual portfolio: \_\_\_\_\_% per year.

kaChing will remit payments to you via PayPal, using the primary email address you have specified above. It is your responsibility to establish a PayPal account for yourself, and associate it with this email address.

Your Date of Birth: \_\_\_\_\_

Important note: You must be at least 21 years old to qualify as a Genius.

For U.S. residents, please provide your Social Security Number issued by the U.S. Social Security Administration \_\_\_\_\_ and your drivers license number \_\_\_\_\_ and state of issuance \_\_\_\_\_.

(You must provide such additional verification of identity as kaChing shall reasonably require.)

For non-U.S. persons, please provide your passport number and the name of the country issuing your passport \_\_\_\_\_.

Employment and Affiliations with Issuers of Securities

Name and Address of Employer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your Title and Position: \_\_\_\_\_

Is your employer or any company that controls your employer an issuer of securities that either are registered under the Securities Exchange Act of 1934, as amended (the "1934 Act"), or are otherwise traded through a public market (in either case, "Publicly Traded Securities")? Yes \_\_\_ No \_\_\_

Do you work as a consultant for or have any other relationship with any issuer of Publicly Traded Securities? Yes \_\_\_ No \_\_\_

Is your spouse or any other member of your immediate family who lives with you employed by, consult for or have any other relationship with an issuer of Publicly Traded Securities? Yes \_\_\_ No \_\_\_

If the answer to any of the three preceding questions is yes, please provide the name of each such issuer of Publicly Traded Securities and its trading symbol:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Securities Accounts and Holdings Disclosure

List of Accounts:

Please list below all securities<sup>1</sup> accounts with any brokerage firm or financial institution held in your name or the name of any of your spouse, minor children, relatives or other persons living

\_\_\_\_\_

<sup>1</sup> "Security" means any investment instrument commonly viewed as a security, including any common stock, option, warrant, right to acquire securities or convertible instrument, as well as any exchange-traded fund, swap or other derivative instrument, whether issued in a public or private offering (other than shares of open-end investment companies ("mutual funds") registered under the Investment Company Act of 1940, as amended (the "ICA") that are not affiliated with kaChing, securities issued by the government of the U.S., money market instruments (such as

with you and other persons to whom you contribute support, or in which any such person has Beneficial Ownership<sup>2</sup>:

If none, check here:

Registered in the Name of	Financial/Brokerage Institution	Account Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

List of Other Securities Investments:

If you or any of your spouse, minor children, relatives or other persons living with you and other persons to whom you contribute support has any Beneficial Ownership (as defined above) of any security that is NOT held in an account listed above, please list below the title, type, number of shares or principal amount (as applicable), and trading symbol or CUSIP number (as applicable) of each such security:

If none, check here:

Title of Security	Type (e.g., common, preferred, note, bond)	Number of Shares or Principal Amount	Exchange Ticker Symbol or CUSIP	Financial/Brokerage Institution Where Securities Are Held	Account Name and Number

You understand that kaChing requires these lists to monitor your compliance with kaChing’s Statement of Policies and Procedures on personal trading. You agree to notify and obtain our consent (i) before opening any new account that is within the description above, (ii) before or on the same day as any of the securities listed above are no longer Beneficially Owned by you, your minor child, relative or other person living with you or other person to whom you contribute support, or (iii) on or before any day on which you or any of such persons acquire a new position in a security, outside of an account monitored by kaChing. In the Genius Consulting Agreement, you authorize kaChing to confirm with any broker whether you have any undisclosed accounts.

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bankers’ acceptances, bank certificates of deposit, commercial paper, repurchase agreements and other high-quality short-term debt instruments) and shares of money market funds).

<sup>2</sup> “Beneficial Ownership” of a security is defined in section E of the Introduction of kaChing’s Statement of [Policies and Procedures](#). Please note this definition includes any account that any person described in the text controls, determines the selection of investments or otherwise advises with respect to investments.

You agree to arrange for kaChing to have electronic access to review all account activity for each of the accounts listed above. Your Genius Consulting Agreement will only become effective when kaChing confirms it has such access.

Regulatory Proceedings and Disclosure

Italicized terms are defined at the end of this section. One event may result in “yes” answers to more than one of the questions below.

		<u>Yes</u>	<u>No</u>
A.	(1) <b>Have you ever:</b>		
	(a) been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic, foreign or military court to any <i>felony</i> ? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(b) been <i>charged</i> with any <i>felony</i> ? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(2) <b>Based upon activities that occurred while you exercised control over it, has an organization ever:</b>		
	(a) been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic or foreign court to any <i>felony</i> ? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(b) been <i>charged</i> with any <i>felony</i> ? .....	<input type="checkbox"/>	<input type="checkbox"/>
B.	(1) <b>Have you ever:</b>		
	(a) been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic, foreign, or military court to a <i>misdemeanor</i> involving: investments or an <i>investment-related</i> business or any fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery, counterfeiting, extortion, or a conspiracy to commit any of these offenses? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(b) been <i>charged</i> with a <i>misdemeanor</i> specified in B(1)(a)? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(2) <b>Based upon activities that occurred while you exercised control over it, has an organization ever:</b>		
	(a) been convicted of or pled guilty or nolo contendere (“no contest”) in a domestic or foreign court to a <i>misdemeanor</i> specified in B(1)(a)? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(b) been <i>charged</i> with a <i>misdemeanor</i> specified in B(1)(a)? .....	<input type="checkbox"/>	<input type="checkbox"/>
C.	<b>Has the U.S. Securities and Exchange Commission or the Commodity Futures Trading Commission ever:</b>		
	(1) <i>found</i> you to have made a false statement or omission? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(2) <i>found</i> you to have been <i>involved</i> in a violation of its regulations or statutes? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(3) <i>found</i> you to have been a cause of an <i>investment-related</i> business having its authorization to do business denied, suspended, revoked, or restricted? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(4) entered an <i>order</i> against you in connection with <i>investment-related</i> activity? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(5) imposed a civil money penalty on you, or <i>ordered</i> you to cease and desist from any activity? .....	<input type="checkbox"/>	<input type="checkbox"/>
D.	<b>Has any other Federal regulatory agency or any state regulatory agency or foreign financial regulatory authority ever:</b>		
	(1) <i>found</i> you to have made a false statement or omission or been dishonest, unfair or unethical? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(2) <i>found</i> you to have been <i>involved</i> in a violation of <i>investment-related</i> regulation(s) or statute(s)? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(3) <i>found</i> you to have been a cause of an <i>investment-related</i> business having its authorization to do business denied, suspended, revoked or restricted? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(4) entered an <i>order</i> against you in connection with <i>investment-related</i> activity? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(5) denied, suspended, or revoked your registration or license or otherwise, by <i>order</i> , prevented you from associating with an <i>investment-related</i> business or restricted your activities? .....	<input type="checkbox"/>	<input type="checkbox"/>
E.	<b>Has any self-regulatory organization or commodities exchange ever:</b>		
	(1) <i>found</i> you to have made a false statement or omission? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(2) <i>found</i> you to have been <i>involved</i> in a violation of its rules (other than a violation designated as a “ <i>minor rule violation</i> ” under a plan approved by the U.S. Securities and Exchange Commission)? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(3) <i>found</i> you to have been the cause of an <i>investment-related</i> business having its authorization to do business denied, suspended, revoked or restricted? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(4) disciplined you by expelling or suspending you from membership, barring or suspending your association with its members, or restricting your activities? .....	<input type="checkbox"/>	<input type="checkbox"/>
F.	<b>Has your authorization to act as an attorney, accountant or federal contractor ever been revoked or suspended?</b>	<input type="checkbox"/>	<input type="checkbox"/>
G.	<b>Have you been notified that you are now the subject of any:</b>		
	(1) regulatory complaint or <i>proceeding</i> that could result in a “yes” answer to any part of C, D or E? .....	<input type="checkbox"/>	<input type="checkbox"/>
	(2) <i>investigation</i> that could result in a “yes” answer to any part of A, B, C, D or E? .....	<input type="checkbox"/>	<input type="checkbox"/>

		<u>Yes</u>	<u>No</u>
H.	(1) <b>Has any domestic or foreign court ever:</b>		
	(a) <i>enjoined</i> you in connection with any <i>investment-related</i> activity? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(b) <i>found</i> that you were <i>involved</i> in a violation of any <i>investment-related</i> statute(s) or regulation(s)? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(c) dismissed, pursuant to a settlement agreement, an <i>investment-related</i> civil action brought against you by a state or <i>foreign financial regulatory authority</i> ? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(2) <b>Are you named in any pending civil action or other civil proceeding that could result in a “yes” answer to any part of H(1)?</b> . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
I.	(1) <b>Have you ever been named as a respondent/defendant in an <i>investment-related</i> consumer-initiated arbitration or civil litigation which alleged that you were <i>involved</i> in one or more <i>sales practice violations</i> and which:</b>		
	(a) is still pending, or; . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(b) resulted in an arbitration award or civil judgment against you, regardless of amount, or; . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(c) was settled for an amount of \$10,000 or more? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(2) <b>Have you ever been the subject of an <i>investment-related</i>, consumer-initiated complaint, not otherwise reported under question I(1) above, which alleged that you were <i>involved</i> in one or more <i>sales practice violations</i>, and which complaint was settled for an amount of \$10,000 or more?</b> . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(3) <b>Within the past twenty four (24) months, have you been the subject of an <i>investment-related</i>, consumer-initiated written complaint, not otherwise reported under question I(1) or I(2) above, which:</b>		
	(a) alleged that you were <i>involved</i> in one or more <i>sales practice violations</i> and contained a claim for compensatory damages of \$5,000 or more (if no damage amount is alleged, the complaint must be reported unless the firm has made a good faith determination that the damages from the alleged conduct would be less than \$5,000), or; . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(b) alleged that you were <i>involved</i> in forgery, theft, misappropriation or conversion of funds or securities? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(4) <b>Are you currently the subject of, or have you been the subject of, an arbitration claim alleging damages in excess of \$2,500, involving any of the following:</b>		
	(a) any investment or an <i>investment-related</i> business or activity? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(b) fraud, false statement, or omission? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(c) theft, embezzlement or other wrongful taking of property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(d) bribery, forgery, counterfeiting or extortion? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(e) dishonest, unfair or unethical practices? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(5) <b>Are you currently subject to, or have you been found liable in, a civil, <i>self-regulatory organization</i>, or administrative proceeding involving any of the following?</b>		
	(a) an investment or <i>investment-related</i> business or activity? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(b) fraud, false statement, or omission? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(c) theft, embezzlement or other wrongful taking of property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(d) bribery, forgery, counterfeiting or extortion? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(e) dishonest, unfair or unethical practices? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
J.	<b>Have you ever voluntarily <i>resigned</i>, been <i>discharged</i> or permitted to <i>resign</i> after allegations were made that accused you of:</b>		
	(1) violating <i>investment-related</i> statutes, regulations, rules or industry standards of conduct? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(2) fraud or the wrongful taking of property? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(3) failure to supervise in connection with <i>investment-related</i> statutes, regulations, rules or industry standards of conduct? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
K.	<b>Within the past 10 years:</b>		
	(1) have you made a compromise with creditors, filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(2) based on events that occurred while you exercised <i>control</i> over it, has an organization made a compromise with creditors, filed a bankruptcy petition or been the subject of an involuntary bankruptcy petition? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
	(3) based on events that occurred while you exercised <i>control</i> over it, has a broker or dealer been the subject of an involuntary bankruptcy petition, or had a trustee appointed, or had a direct payment procedure initiated under the Securities Investor Protection Act? . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
L.	<b>Has a bonding company ever denied, paid out on, or revoked a bond for you?</b> . . . . .	<input type="checkbox"/>	<input type="checkbox"/>
M.	<b>Do you have any unsatisfied judgments or liens against you?</b> . . . . .	<input type="checkbox"/>	<input type="checkbox"/>

## Definitions

**CHARGED** means being accused of a crime in a formal complaint, information, or indictment (or equivalent formal charge).

**CONTROL** means the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise. Any individual *firm* that is a director, partner or officer exercising executive responsibility (or having similar status or functions) or that directly or indirectly has the right to vote 25 percent or more of the voting securities or is entitled to 25 percent or more of the profits is presumed to control that company.

**ENJOINED** includes being subject to a mandatory injunction, prohibitory injunction, preliminary injunction or a temporary restraining order.

**FELONY**, for *jurisdictions* that do not differentiate between felony or misdemeanor, is an offense punishable by a sentence of at least one year imprisonment and/or a fine of at least \$1,000. The term also includes a general court martial.

**FIRM** means a broker-dealer, investment adviser or issuer, as appropriate.

**FOREIGN FINANCIAL REGULATORY AUTHORITY** includes a foreign securities authority; any other governmental body or foreign equivalent of a *self-regulatory organization* empowered by a foreign government to administer or enforce its laws relating to the regulation of *investment-related* activities; or a membership organization, a function of which is to regulate the participation of its members in *investment-related* activities listed above.

**FOUND** includes adverse final actions, including consent decrees in which the respondent has neither admitted nor denied the findings, but does not include agreements, deficiency letters, examination reports, memoranda of understanding, letters of caution, admonishments and similar informal resolutions of matters.

**INVESTIGATION** includes: (a) grand jury investigations; (b) U.S. Securities and Exchange Commission investigation after the “Wells” notice has been given; (c) FINRA investigations after the “Wells” notice has been given or after a person associated with a member, as defined in FINRA Bylaws, has been advised by the staff that it intends to recommend formal disciplinary action; (d) formal investigations by other *SROs*; or (e) actions or procedures designated as investigations by *jurisdictions*. The term *investigation* does not include subpoenas, preliminary or routine regulatory inquiries or requests for information, deficiency letters, “blue sheet” requests or other trading questionnaires or examinations.

**INVESTMENT-RELATED** pertains to securities, commodities, banking, insurance or real estate (including, but not limited to, acting as or being associated with a broker, dealer, issuer, investment company, investment adviser, municipal securities dealer, government securities broker or dealer, futures sponsor, bank or savings association).

**INVOLVED** means engaging in an act or omission or aiding, abetting, counseling, commanding, inducing, conspiring with or failing reasonably to supervise another in doing an act or omission.

**JURISDICTION** means a state, the District of Columbia, the Commonwealth of Puerto Rico, or any subdivision or regulatory body thereof.

**MINOR RULE VIOLATION** is a violation of a *self-regulatory organization* rule that has been designated as “minor” pursuant to a plan approved by the U.S. Securities and Exchange Commission. A rule violation **may** be designated as “minor” under a plan if the sanction imposed consists of a fine of \$2,500 or less, and if the sanctioned person does not contest the fine. Check with the appropriate *self-regulatory organization* to determine if a particular rule violation has been designated “minor” for these purposes.

**ORDER** means a written directive issued pursuant to statutory authority and procedures, including an order of denial, exemption, suspension or revocation but does not include special stipulations, undertakings or agreements relating to payments, limitations on activity or other restrictions unless they are included in an order.

**PROCEEDING** includes a formal administrative or civil action initiated by a governmental agency, *self-regulatory organization* or *foreign financial regulatory authority*, a *felony* criminal indictment or information (or equivalent formal charge) or a *misdemeanor* criminal information (or equivalent formal charge), but does not include an arrest or similar charge effected in the absence of a formal criminal indictment or information (or equivalent formal charge).

**RESIGN** or **RESIGNED** relates to separation from employment with any employer, is **not** restricted to *investment-related* employment, and includes any termination in which the allegations are a proximate cause of the separation, even if you initiated the separation.

**SALES PRACTICE VIOLATIONS** shall include any conduct directed at or involving a customer which would constitute a violation of: any rules for which a person could be disciplined by any *self-regulatory organization*; any provision of the Securities Exchange Act of 1934; or any state statute prohibiting fraudulent conduct in connection with the offer, sale or purchase of a security or in connection with the rendering of investment advice.

**SELF-REGULATORY ORGANIZATION (“SRO”)** means any national securities or commodities exchange, any national securities association (e.g., FINRA) or any registered clearing agency.

## Representations and Warranties

You represent and warrant to, and agree with, kaChing as follows:

(a) This Questionnaire and the following representations and warranties are now and shall continue to be true and complete throughout the term of your Genius Consulting

Agreement, and if at any time any event occurs that could make any of such information incomplete or inaccurate, you shall immediately update this Questionnaire on your kaChing user profile and provide complete and accurate information to correct your Questionnaire and/or your representations and warranties.

(b) You have full power and authority and are permitted by applicable law to enter into this Agreement and carry out your obligations under this Agreement and to conduct your business as contemplated by this Agreement.

(c) Your performance of your obligations under this Agreement will not violate the terms of, or constitute a default under, any management, advisory or other agreement or instrument to which you are a party or are subject or by which you are bound, or any order, rule, law, regulation or other legal requirement applicable to you.

(d) There is not pending or, to the best of your knowledge, threatened any action, suit or proceeding before or by any court or other governmental body or regulatory authority to which you are or may be a party or any of your properties is or may be subject, and no event has occurred relating to you that could hereafter result in a “yes” response to any question under the heading “Regulatory Proceedings and Disclosure” above.

(e) If you are a registered representative or principal of a member of the Financial Industry Regulatory Authority, Inc. (“FINRA”), you have complied in all respects with FINRA Rule 3040 and any other applicable rules and regulations and such member has consented to your performance of your duties under this Agreement pursuant to FINRA Rule 3040 and any other applicable rules and regulations.

\_\_\_\_\_ **[Enter your full name] [I Agree]** I represent, warrant and agree that the above information is accurate and complete, and I agree to keep such information accurate and complete by updating it through my kaChing user page.

### **Genius Consulting Agreement**

This GENIUS CONSULTING AGREEMENT is made as of the date that kaChing notifies you that kaChing accepts your application to be a kaChing Genius, based on your Questionnaire, your representations and warranties, viewing access to your brokerage accounts and your agreement to this Genius Consulting Agreement. You accept and agree to kaChing’s Terms of Use, you manage a virtual kaChing portfolio on kaChing’s website (the “Site”) and you desire kaChing to manage brokerage accounts for certain kaChing users by causing such brokerage accounts to mirror your kaChing virtual portfolio and to pay you consulting fees (as described below) for such mirroring. Such other kaChing users are herein called Customers. As a condition to and in consideration of kaChing’s arranging paying you the consulting fees described below, you make the representations and warranties in your Questionnaire and covenants and agree with kaChing as follows:

1. **Consulting Fees.** kaChing may manage certain brokerage accounts of Customers by causing those accounts to mirror your virtual portfolio on the Site (subject in each case to any

restrictions requested or required by such Customer). Each Customer pays kaChing a monthly management fee in advance for this mirroring, but kaChing must reimburse the management fee to the Customer if either of the following events occurs during the time starting when the management fee is charged and ending on the day before the next fee is charged (the next management fee is charged in the next month on the same day of such month as it was charged in the prior month): (i) if your status as a Genius terminates, which will occur if either you or kaChing terminates this Agreement, or (ii) if your virtual portfolio terminates. For the purpose of this section 1, kaChing is deemed to “earn” a management fee only when that management fee is no longer subject to the risk that kaChing will be required to reimburse such management fee to the Customer.

(a) In consideration for your agreement to comply with the terms and conditions in this Agreement and except as provided below and elsewhere in this Agreement, kaChing will permit you to continue posting your virtual portfolio and pay you a consulting fee, if any, for each month based on the total management fees kaChing actually earns from Customers (as defined above) during that month with respect to your virtual portfolio. kaChing’s consulting fee rate to you will be equal to 75% of the management fees that kaChing actually earns from Customers who mirror your virtual portfolio, except that if the annual rate you designate is 0.25% you will not receive a consulting fee and if your annual rate is less than 1% but more than 0.25%, you will receive the management fee kaChing earns from Customers who mirror your virtual portfolio, minus 0.25% per year of the net asset value of those accounts calculated on a monthly basis.

(b) kaChing will pay you the consulting fee, if any, for each month by credit to your PayPal account (as identified above in the Questionnaire) on or before the first trading day of the following month. To be clear, this is an example: a management fee that kaChing actually receives in the month of January will be considered to be earned by kaChing on the date in February when that fee is no longer subject to reimbursement to the Customer. kaChing will credit your consulting fee with respect to that Customer to your PayPal account on or before the first trading day in March.

(c) If the consulting fee payable to you under section 1(a) for a particular month is less than \$100, kaChing will hold that payment and pay it to you, without interest, at the earlier of (i) when the cumulative total amount of consulting fees that kaChing owes you under section 1(a) is at least \$100, or (ii) on the termination of this Agreement.

(d) kaChing will use reasonable business efforts to obtain payment of the management fee from each Customer, but until it receives such fee and such fee is not subject to reimbursement, kaChing is not obligated to pay you the consulting fee relating to such Customer.

## 2. Policies and Procedures, Terms of Use, Privacy.

(a) You acknowledge that you have read and fully understand, and you agree to comply in all respects with, kaChing’s [Terms of Use](#) and the Introduction and Parts I and II of kaChing’s Statement of [Policies and Procedures](#) (the “Genius Policies and Procedures”). kaChing shall promptly notify you of, and afford you access to, all amendments to the Terms of Use and the Genius Policies and Procedures. If you do not understand or do not agree with any

such amendment, you shall promptly inform kaChing, in which case this Agreement shall terminate. **You acknowledge that front running (trading in a specific security before the Customers), manipulative trading (trading that misleads other buyers and sellers about a specific security), publishing false and misleading statements, tipping and any other violation of the Terms of Use or the Genius Policies and Procedures are grounds for immediate termination without pay.**

(b) You agree that you shall not manage your kaChing virtual portfolio taking into account the financial situation or investment objectives of any Customer or other person, and that you will not provide any personalized investment advice to any Customer. As a kaChing Genius, your postings on the Site and responses to other users' postings may not recommend your virtual portfolio to any particular kaChing user. You must carefully draft your research and public profile to avoid recommending your virtual portfolio to any particular user based on his or her financial situation.

(c) If you obtain any personal non-public information with respect to any Customer (*i.e.*, information that is not available on the Site generally to other users), you shall maintain such information as confidential, in accordance with kaChing's Statement of Policies and Procedures and with Regulation S-P promulgated by the U.S. Securities and Exchange Commission (the "SEC"). You agree to take reasonable precautions to protect your kaChing virtual portfolio against unauthorized activity of any kind and to report any unauthorized activity as soon as you discover it to [cco@kaching.com](mailto:cco@kaching.com).

(d) You acknowledge and agree that you will not be permitted to trade in your virtual portfolio in the securities of any issuer of which you or any of your immediate family members (as defined in the Genius Policies and Procedures) is an "insider" under the federal securities laws, or as to which you or any such immediate family member may be subject to black-out periods or other trading restrictions, as described more fully in Part II of the Genius Policies and Procedures.

(e) You acknowledge and agree that under kaChing's Terms of Use, kaChing may display your user name and full information about your virtual portfolio on the Site, as well as on other websites, including, but not limited to, independent websites that affiliate with kaChing.

3. Background Checks. You consent to kaChing performing such credit checks and background inquiries concerning you as kaChing considers advisable, and you agree to provide any information requested by kaChing to perform such credit checks and background inquiries. You hereby authorize any bank, brokerage or commodity trading firm to disclose to kaChing whether you or any member of your immediate family have an account with such firm.

4. Licenses and Registration. kaChing is registered as an investment adviser with the SEC, and as such will make notice filings as required under the laws of the U.S. states in which Customers reside. kaChing is not registered as an investment adviser in any country other than the United States and additional registrations may be required. If any state securities regulator or the SEC asserts that any additional licenses, registrations and permits are necessary or appropriate with respect to your activities or the consulting fees kaChing pays to you under

this Agreement, you agree promptly to obtain and to maintain any such license, registration or permit, and to otherwise comply with all applicable laws, rules and regulations, to receive the consulting fees described by this Agreement. kaChing shall not be obligated to pay the consulting fee specified in section 1 at any time when any securities regulatory authority has informed kaChing that any license, qualification, registration or similar requirement is necessary. You agree to provide additional information or qualify as necessary for applicable registration or licensing requirements and to cooperate, provide information and assistance as requested by kaChing in its discretion to respond to any governmental or self-regulatory organization examination, inspection, review or inquiry.

5. Brokerage Statements. In accordance with Part II of the Genius's Policies and Procedures and as more fully described therein, if you or any of your immediate family members, as defined therein, conducts any transaction in securities, you shall provide kaChing full viewing access to all such accounts. You hereby authorize kaChing to investigate at any time or times whether you or any such immediate family member has any undisclosed brokerage account or is receiving unauthorized benefits from your kaChing Genius status. Any failure to disclose or activities that violate the Genius Policies and Procedures will constitute a material breach of this Agreement and grounds for, among other things, kaChing to terminate this Agreement.

6. Continual Engagement. You shall log-in to the Site at least once each week (consisting of a Sunday through Saturday) to confirm that you have internet connectivity and are actively engaged in monitoring your virtual portfolio, and you must respond to inquiries and messages within forty-eight hours. kaChing will terminate this Agreement if you fail to comply with these requirements.

7. Nondisclosure to kaChing. You have not disclosed and will not disclose to kaChing or on the Site and will not use or trade on any trade secrets or other confidential or proprietary information that you may not lawfully so disclose or use, by virtue of the ownership of the same by another person or otherwise.

8. Trading Limits, Pricing. For kaChing to avoid status as an insider of a particular issuer under the securities laws and to comply with other regulatory limits, kaChing reserves the right to prohibit from time to time purchases of certain securities in your virtual portfolio. If you add securities to your virtual portfolio that kaChing determines may not be purchased for Customer accounts, that virtual purchase either will not be effected or it will be undone as soon as kaChing determines the Customer accounts may not hold those securities. In either event, kaChing shall notify you as soon as practicable. When Customer accounts are mirroring your virtual portfolio, the pricing and expense information for your virtual portfolio will be derived from the pricing and expenses applicable to these Customer accounts, which pricing and expenses may be different from those applicable to another kaChing virtual portfolio that does not have Customers mirroring it.

9. Indemnification and Hold Harmless. You acknowledge and understand that kaChing relies on you to disclose all securities accounts and transactions covered by "Securities Accounts and Holdings Disclosure" above in the Questionnaire and to comply with the Genius Policies and Procedures and this Agreement. Failure to provide true, accurate and complete

information in completing these documents or to conduct all activities and future trades in accordance with the requirements of the Genius Policies and Procedures and this Agreement could result in significant damages, penalties, liabilities and costs. You shall indemnify and defend kaChing and its directors, officers, shareholders, employees, agents and affiliates and hold them harmless, to the fullest extent permitted by law, from and against any and all claims, liabilities, losses, damages, penalties and expenses (including reasonable attorneys' fees and expenses, all expert witnesses' fees and expenses and all costs of investigation) as they are incurred, that are directly or indirectly related to or otherwise incurred in connection with your breach of this Agreement, or your violation of the Terms of Use or the Genius Statement of Policies and Procedures, or your negligence, willful misconduct or violation of any provision of any federal or state law, including, but not limited to, claims by Customers and governmental authorities. **kaChing intends to pursue all claims it has under this section, to the fullest extent possible, against you and all of your assets and sources of income. Further, kaChing has no duty to indemnify you, defend you or hold you harmless from any claim, expense or liability arising with respect to your activities on the Site or your management of your virtual portfolio, or any other claim by a Customer, any governmental authority or any other party.**

10. Injunctive Relief. You acknowledge and agree that your failure to perform or abide by any of your covenants or agreements in this Agreement would cause irreparable injury to kaChing and cause damages to kaChing that would be difficult or impossible to ascertain or quantify. Accordingly, without limiting any remedies that may be available with respect to any breach of this Agreement, you consent to the entry of an injunction to restrain any breach of this Agreement.

11. Arbitration. **The parties waive their rights to seek remedies in court, including any right to a jury trial.** The parties agree that any dispute between or among any of the parties arising out of, relating to or in connection with this Agreement or your virtual portfolio, shall be resolved exclusively through binding arbitration conducted under the auspices of JAMS pursuant to its Arbitration Rules and Procedures. The arbitration hearing shall be held in the City and County of San Francisco, State of California, or such other JAMS office as [listed here](#). Disputes shall not be resolved in any other forum or venue. The arbitration shall be conducted by a retired judge who is experienced in resolving disputes regarding the securities business. The parties agree that the arbitrator shall apply the substantive law of California to all state law claims, that limited discovery shall be conducted in accordance with JAMS' Arbitration Rules and Procedures, and that the arbitrator may not award punitive or exemplary damages, unless (but only to the extent that) such damages are required by statute to be an available remedy for any of the specific claims asserted. In accordance with JAMS' Arbitration Rules and Procedures, the arbitrator's award shall consist of a written statement as to the disposition of each claim and the relief, if any, awarded on each claim. The award shall not include or be accompanied by any findings of fact, conclusions of law or other written explanation of the reasons for the award. The parties understand that the right to appeal or to seek modification of any ruling or award by the arbitrator is severely limited under state and federal law. Any award rendered by the arbitrator shall be final and binding, and judgment may be entered on it in any court of competent jurisdiction as provided by law.

12. Termination. kaChing shall have the right, with or without cause, exercisable at any time by notice to you, to terminate immediately, or at such later time as kaChing may specify in such notice, this Agreement, your virtual portfolio or use of the Site, or the availability of your virtual portfolio for Customers to mirror and Customer accounts that may be in the process of mirroring your virtual portfolio. You shall have the right, exercisable at any time by notice to kaChing, to terminate this Agreement and your virtual portfolio, or the availability of your virtual portfolio for mirroring on the Site. You understand that upon any termination of this Agreement (whether by you or kaChing and whether or not for cause), kaChing will be required to refund to Customers any management fees paid in advance with respect to your virtual portfolio for the monthly fee period in which the termination occurs, and that those fees will be deducted from the base on which your consulting fees are calculated. Notwithstanding any termination of this Agreement by kaChing or you, sections 1 (with respect only to fees for the last month and subject to the reductions described therein), 7 and 9 through 20 of this Agreement shall survive such termination and continue in full force and effect at all times thereafter.

13. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California, without regard to such State's conflict of laws principles.

14. Complete Agreement; Amendments. This Agreement contains the entire agreement between us, and supersedes all prior or contemporaneous negotiations, correspondence, understandings and agreements between them, written or oral, regarding the subject matter of this Agreement. kaChing may amend this Agreement from time to time by notifying you at least 30 days before such amendment is to become effective.

15. Waiver or Modification. kaChing's waiver or modification of any condition or obligation hereunder shall not be construed as a waiver or modification of any other condition or obligation, nor shall kaChing's waiver or modification granted on one occasion be construed as applying to any other occasion.

16. Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

17. Notices. All notices and communications under this Agreement must be made over the Site's messaging system or by email. kaChing's contact information for this purpose is [support@kaching.com](mailto:support@kaching.com), and your contact information for this purpose is your user account on the Site and the primary email address in your Questionnaire.

18. Assignment. You may not assign this Agreement or any rights under this Agreement or delegate any duties under this Agreement, without the prior consent of kaChing. Any attempted or purported assignment or delegation of this Agreement or any rights or duties hereunder by you, without kaChing's prior consent, shall be void.

19. Successors. Subject to section 18 above, this Agreement shall inure to the benefit of and bind kaChing and you, and their respective successors, assigns, heirs, legatees, devisees and personal representatives.

20. Construction. The headings herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction or interpretation of any provision hereof. Whenever the context requires, the use in this Agreement of the singular number shall be deemed to include the plural and vice versa, and each gender shall be deemed to include each other gender. Except as otherwise stated, references herein to sections refer to sections of this Agreement. **For purposes of this Agreement, “person” shall be deemed to include, in addition to natural person, corporation, partnership, joint venture, limited liability company, trust, proprietorship, association, firm or other entity or organization.**

\_\_\_\_\_ **[Sign Your Name]** YOU HEREBY WARRANT AND ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE PROVISIONS OF THIS AGREEMENT, AND AGREE TO THE TERMS AND CONDITIONS HEREOF.