Public ACATS & IRA Match Program
Terms & Conditions

Public Investing's ACATS & IRA Match Program (the "Match Program") is subject to the terms and conditions (this "Agreement") set forth herein.

1. Definitions. When the following capitalized terms are used above or below in this Agreement, the following definitions apply:

a. "*Affiliated Entity*" means any entity that, now or in the future, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such person or entity, and, with respect to Public Investing, including but not limited to Public Holdings, Inc.

b. "*Annual Contribution Limit*" means the annual contribution limit for an individual retirement account, as determined by the United States Internal Revenue Service for each taxable year and as applicable to each Customer's age and type of Public IRA Account. More information is available on www.irs.gov.

c. "*Apex*" means Apex Clearing Corporation.

d. "*Customer*" means an individual who has a Public Account in good standing.

e. "*Eligible Contribution*" means a new deposit of at least $1.00 initiated by a Customer into their Public IRA Account through a recurring or one-time contribution. The deposit of any Eligible Contribution must be initiated by the Customer during the Offer Period and must successfully transfer and settle. Eligible Contributions do not include: (i) any contribution made through a dividend, reward, or promotion; (ii) any contribution which charges back or never settles; or (iii) any contribution made after the Customer's Annual Contribution Limit has already been met for the taxable year.

f. "*Eligible Deposit*" shall mean: (i) the Eligible Transfer, if the Customer initiates an Eligible Transfer into their Public Brokerage Account or Public IRA Account; or (ii) the Eligible Contribution, if the Customer initiates an Eligible Contribution into their Public IRA Account.

g. "*Eligible Deposit Date*" means the date on which the Customer initiates the Eligible Deposit.

h. "*Eligible Transfer*" means: (i) an Automated Customer Account Transfer Service transfer of new cash or securities into the Customer's Public Brokerage Account from the Customer's external taxable brokerage account ("ACATS Transfer"); or (ii) a transfer of new cash or securities into the Customer's Public IRA Account from the Customer's external qualified individual retirement account or qualified employer-sponsored retirement accounts ("IRA Transfer"). The transfer of any Eligible Transfer must be initiated by the Customer during the Offer Period and must successfully transfer and settle. For the avoidance of doubt, Eligible Transfers do not include any transfers which are rejected, rescinded, or reversed.

i. “*Funds Removal*” means any removal of funds or securities from a Public Account, whether initiated by the Customer or otherwise, including, but not limited to, a withdrawal, rollover, transfer, levy, removal of an excess contribution, account closure, distribution outside of the Public Account, and/or chargeback of an otherwise Eligible Deposit. For the avoidance of doubt: (a) a Funds Removal does not occur solely as the result of changes in the market value of a Public Account’s holdings; and (b) fees, commissions, interest, and other charges debited by Public Investing are not Funds Removals.

j. “*Holding Period*” means, with respect to an Eligible Contribution, the time period starting on the Settlement Date of the Eligible Contribution and ending five (5) years thereafter.

k. “*Match Amount*” means the amount funded by Public Investing and applied to a Customer’s Public Account subject to the terms and conditions set forth herein. With respect to an Eligible Transfer, the Match Amount is paid in Monthly Match Payments over the Match Period, as described in Section 4.

l. “*Match Period*” means, with respect to an Eligible Transfer, the sixty (60) months following its Settlement Date.

m. “*Matchable Amount*” means, with respect to an Eligible Transfer, the value of that Eligible Transfer as of its Settlement Date, determined in accordance with Section 3, as adjusted from time to time under Section 4.

n. “*Monthly Match Payment*” means each of up to sixty (60) monthly installments of the Match Amount for an Eligible Transfer, as described in Section 4.

o. “*Offer Period”* shall mean: (i) for Eligible Contributions, any time on or after March 24, 2025 until such time as Public Investing shall end this Offer Period in its sole discretion without notice; (ii) for IRA Transfers, any time on or after September 14, 2026 until such time as Public Investing shall end this Offer Period in its sole discretion without notice; and (iii) for ACATS Transfers, any time on or after September 14, 2026 until such time as Public Investing shall end this Offer Period in its sole discretion without notice.

p. “*Public Investing*” means Open to the Public Investing, Inc., a registered broker-dealer and member of FINRA and SIPC.

q. “*Public Account*” shall mean: (i) the Customer’s Public Brokerage Account, if the Customer initiates an Eligible Transfer into their Public Brokerage Account; (ii) the Customer’s Public IRA Account, if the Customer initiates an Eligible Transfer into their Public IRA Account or initiates an Eligible Contribution into their Public IRA Account.

r. “*Public Agreement*” means all Public Investing and Apex agreements that the Customer agrees to in connection with opening their Public Brokerage Account or Public IRA Account, including but not limited to the Public Investing Brokerage Agreement, the Apex Customer Agreement, and, as applicable, the Apex Individual Retirement Custodial Account Agreement or Apex Roth Individual Retirement Custodial Account Agreement.

s. "*Public Brokerage Account*" means a self-directed taxable brokerage account offered by Public Investing and custodied by Apex.

t. "*Public IRA Account*" means a self-directed individual retirement account offered by Public Investing and custodied by Apex.

u. "*Settlement Date*" is the date when the Eligible Deposit successfully transfers, settles, and posts to a Customer's Public Account.

2. Eligibility. The Match Program is only available to Customers who, as of the Eligible Deposit Date, have: (a) a Public Account in good standing; and (b) made one or more Eligible Deposits to this Public Account.

3. Offer. Subject to the terms and conditions set forth herein (including but not limited to the Holding Period, with respect to Eligible Contributions, and Section 4, with respect to Eligible Transfers): (a) for each Eligible Contribution made by a Customer to their Public IRA Account, Public Investing will fund a Match Amount of 1% of the value of such contribution, up to the Annual Contribution Limit in any given taxable year, into this Public IRA Account; (b) for each Eligible Transfer made by a Customer to their Public IRA Account, Public Investing will fund a Match Amount of 1% of the value of such transfer into this Public IRA Account, paid in Monthly Match Payments over the Match Period; and (c) for each Eligible Transfer made by a Customer to their Public Brokerage Account, Public Investing will fund a Match Amount of 1% of the value of such transfer into this Public Brokerage Account, paid in Monthly Match Payments over the Match Period (collectively, this "Offer"). Match Amounts (including each Monthly Match Payment) will be rounded to the nearest whole cent, and Public Investing may adjust the final Monthly Match Payment for an Eligible Transfer to correct for rounding. For an Eligible Transfer, the Match Amount is calculated based on 1% of the total value of the transferred cash plus transferred securities. Securities will be valued using the national market system closing price on the Settlement Date. If an Eligible Transfer includes a margin loan or other debit balance (for example, a transfer from an external margin account), the value of the Eligible Transfer will be the net value of the transferred cash and securities after subtracting that margin loan or debit balance.

4. Monthly Match Payments for Eligible Transfers. The Match Amount for an Eligible Transfer is paid in Monthly Match Payments over the Match Period rather than all at once. Withdrawals and other Funds Removals can reduce future Monthly Match Payments. Therefore, a Customer who removes assets from their Public Accounts before the end of the Match Period may receive less than the full Match Amount. In this Section 4, "Public Accounts" means all of the Customer's Public Brokerage Accounts and Public IRA Accounts, and a Funds Removal includes a removal of funds or securities from any of them.

a. Each Eligible Transfer has its own Matchable Amount and its own Match Period. Each Monthly Match Payment equals 1% of the Matchable Amount, divided by sixty (60).

b. The first Monthly Match Payment will be credited on or about one (1) month after the Settlement Date and each subsequent Monthly Match Payment will be credited on or about the same day of each following month, until all sixty (60)

Monthly Match Payments have been credited. Each such monthly date shall be referred to as a "Payment Date." If a Payment Date falls on a weekend or holiday, the Monthly Match Payment may be credited the business day following the Payment Date.

Each Monthly Match Payment is based on the Matchable Amount at the end of the day prior to its Payment Date. Monthly Match Payments are not prorated. For example, a Funds Removal at any time before a Payment Date, even the day before, lowers the next Monthly Match Payment as if the Funds Removal had occurred at the start of that month.

c. The Matchable Amount is a numerical figure used only to calculate Monthly Match Payments. It is not tied to the market value of the Customer's Public Accounts or to any particular securities, and it does not change because of market gains or losses, dividends, interest, or trading (including selling the transferred securities or trading on margin or in options). Except as described in paragraph (a) above and paragraphs (h) and (i) below, the Matchable Amount changes as a result of Funds Removals.

d. Public Investing also tracks an "Unmatched Balance" for the Customer, which represents the Customer's assets in their Public Accounts that are not part of an Eligible Transfer. The Unmatched Balance starts at the net value of the Customer's Public Accounts (after subtracting any margin loan), as determined by Public Investing as of the close of the business day before the Settlement Date of the Customer's first Eligible Transfer, and increases by the value of each later deposit into any of the Customer's Public Accounts from outside Public Investing that is not an Eligible Transfer. It does not increase because of market gains, dividends, interest, or any Match Amount.

e. Except as provided in paragraph (h) below for account closures, when a Funds Removal occurs, its value is applied first to reduce the Unmatched Balance and then, once the Unmatched Balance is zero, to reduce the Matchable Amount of the Customer's Eligible Transfers, starting with the most recent Eligible Transfer. This applies regardless of whether the assets removed came from the Eligible Transfer, other deposits, gains, dividends, interest, or Monthly Match Payments; Public Investing does not attempt to identify the source of the assets removed. Securities removed are valued at their market value under Public Investing's standard methodology.

f. Funds Removals include, for example, withdrawals, transfers of cash or securities out of a Public Account, distributions paid out of a Public IRA Account (including required minimum distributions and any tax withheld), transfers to another person's account, and account closure. Public Investing may, in its discretion, choose not to treat as a Funds Removal any portion of a cash withdrawal that it determines was funded by a margin loan rather than by the Customer's own assets.

g. Once a Matchable Amount has been reduced, it is not restored by later deposits, even if the Customer redeposits the same amount. A later deposit that qualifies as an Eligible Transfer starts its own Matchable Amount and Match Period; any other deposit increases the Unmatched Balance.

h. If the Public Account that received an Eligible Transfer is closed for any reason, the Matchable Amount of that Eligible Transfer is reduced to zero and no further Monthly Match Payments will be credited for it, unless Public Investing agrees to continue them in another of the Customer's Public Accounts.

i. If a transfer that was treated as an Eligible Transfer is later rejected, rescinded, or reversed, or if a Matchable Amount, Unmatched Balance, or Monthly Match Payment was calculated or credited in error or in connection with fraudulent or unauthorized activity, Public Investing may correct the Matchable Amount or Unmatched Balance and recover any Monthly Match Payments that should not have been credited, and the Customer directs the removal, transfer, sale of positions, and potential liquidation from their Public Accounts for this purpose. A reversal corrected under this paragraph is not also treated as a Funds Removal.

j. The match percentage and the number of Monthly Match Payments that apply to an Eligible Transfer are those in effect under this Agreement on its Settlement Date. Notwithstanding Section 9, if Public Investing later changes this Agreement or ends the Match Program, the change will apply only to Eligible Transfers with a Settlement Date on or after the effective date of the change, except as otherwise provided in this Section 4 and Section 6.

5. Early Removal Fee for Eligible Contributions. If a Customer has received a Match Amount for an Eligible Contribution, then any Funds Removal from their Public Account during the Match Amount's Holding Period will result in a non-taxable fee ("Early Removal Fee") being applied to the Public Account as payment for services from Public Investing. The Early Removal Fee shall be an amount equal to the corresponding Match Amount that would be received for the amount removed, and shall not exceed the total Match Amounts the Customer has received for Eligible Contributions whose Holding Periods have not yet ended, less any Early Removal Fees previously charged in respect of those Match Amounts. In calculating the Early Removal Fee, the amount removed does not include any portion of a Funds Removal that reduces the Matchable Amount of an Eligible Transfer under Section 4.

If the Customer has cash available in their Public Account, then the Early Removal Fee shall be deducted from this available cash balance. If the Customer has insufficient cash available in their Public Account to pay the Early Removal Fee, then the Customer directs the removal, transfer, sale of positions, and potential liquidation from their Public Account to pay the Early Removal Fee or, as applicable, to cover account deficits created by the Early Removal Fee.

6. Other Limitations.

a. To be eligible to participate in the Match Program, the Customer's Public Account and all other accounts with Public Investing must, at all times and in the sole discretion of Public Investing or its Affiliated Entities, remain in good standing and cannot be locked, suspended, restricted, or otherwise flagged in any way. In the event Public Investing and/or its Affiliated Entities determine at any time and in their sole discretion that there may have been unauthorized or fraudulent activity related to a Public Account, or a violation of the Public Agreement or this Agreement, or that a Public Account is otherwise not in good standing, whether or not in connection with the Match Amount, Public Investing reserves the right to decline to grant the Match Amount, to cease crediting any remaining Monthly Match Payments, or to rescind or liquidate the Match Amount, or any security or any related dollar proceeds derived from the Match Amount, and via this Agreement, the Customer directs the removal, transfer, and potential liquidation from their Public Account.

b. The Match Amount for an Eligible Contribution will be credited to the Customer's Public Account within approximately thirty (30) days after the Settlement Date, and Monthly Match Payments for an Eligible Transfer will be credited as described in Section 4, though in each case this timeline may be delayed in Public Investing's sole discretion if, by way of example and not limitation, Public Investing determines that there are indications of fraud, unauthorized activity, and/or a violation of the Public Agreement or this Agreement.

c. The Match Program is not available for Customers who roll over, transfer, or inherit Public Accounts.

d. The Match Program cannot be combined alongside any other promotions related to Public Accounts.

7. <u>No Recommendation</u>. The Match Program is not a recommendation of any investment or investment strategy, or a recommendation that any Customer roll over or transfer assets into any Public Account. By participating in the Match Program, each Customer represents that none of Public Investing, any of its Affiliated Entities, or Apex, has recommended any rollover or transfer to any Public Account. Public Investing, through the Match Program, does not intend to provide the benefit of deferred compensation or to create an employee pension benefit plan under ERISA.

8. <u>Tax Treatment</u>. Public Investing processes and treats all Match Amounts (including Monthly Match Payments) as interest earned by the applicable Public Account for tax reporting purposes. The interest earned by the applicable Public IRA Account is not subject to, and does not impact, the maximum annual dollar contribution limit or the maximum annual deductible amount of any Public IRA Account. Match Amounts may be taxable income for conversions of a non-deductible contribution to a Roth IRA Custodial Account. NONE OF PUBLIC INVESTING, ANY OF ITS AFFILIATED ENTITIES, OR APEX PROVIDES TAX ADVICE, AND NOTHING CONTAINED HEREIN PURPORTS TO BE A COMPLETE PRESENTATION OF TAX REGULATIONS THAT MAY BE APPLICABLE TO MATCH AMOUNTS OR ANY PUBLIC ACCOUNT. PLEASE CONSULT A TAX ADVISOR FOR INDIVIDUALIZED ADVICE.

9. <u>Miscellaneous</u>. Public Investing reserves the right to change the terms of this Agreement and/or to terminate the Match Program at any time with or without notice. Headings in these terms and conditions are descriptive and for convenience only, and do not alter the scope of the rights and obligations created by them. The Offer is not transferable, saleable, or valid in conjunction with certain other offers, and is available to U.S. residents only. This Match Program is only available for personal use, and may not be used for commercial purposes.