

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. "*Holding Period*" means the time period starting on the Settlement Date of the Eligible Deposit and ending five (5) years thereafter.
 - j. "*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.
 - k. "*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 June 30, 2025 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 9, 2025 until such time as Public Investing shall end this Offer Period in its sole discretion without notice; and
 - l. "*Public Investing*" means Open to the Public Investing, Inc., a registered broker-dealer and member of FINRA and SIPC.
 - m. "*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.
 - n. "*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.
 - o. "*Public Brokerage Account*" means a self-directed taxable brokerage account offered by Public Investing and custodied by Apex.
 - p. "*Public IRA Account*" means a self-directed individual retirement account offered by Public Investing and custodied by Apex.
 - q. "*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 (ii) made one or more Eligible Deposits to this Public Account.
3. Offer. Subject to the terms and conditions set herein (including but not limited to the Holding Period): (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; 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 (collectively, this “Offer”). Match Amounts will be rounded to the nearest whole cent. The Match Amount is calculated based on 1% of the total of the transferred cash plus transferred securities, using the national market system closing price of each position transferred into the account on the trading day before when the transfer settles.

4. **Early Removal Fee.** If a Customer has received a Match Amount for an Eligible Deposit, then any removal of funds or securities 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.

This Early Removal Fee shall apply to any removal of funds or securities from the Public Account during the Match Amount’s Holding Period, including, but not limited to, withdrawal, rollover, transfer, levy, excess contribution, account closure, distribution outside of the Public Account, and/or chargeback of an otherwise Eligible Deposit (collectively, “Funds Removal”) initiated by the Customer or otherwise. For the avoidance of doubt, an Early Removal Fee shall not apply solely as the result of any changes in market value of the Public Account’s holdings if a Funds Removal has not otherwise been initiated.

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.

5. **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 Match 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 or to rescind or liquidate the Match Amount, or any security or any related dollar proceeds derived from the Match Amount, and via this Match Agreement, the Customer directs the removal, transfer, and potential liquidation from their Public Account.
- b. The Match Amount will be credited to the Customer’s Public Account within approximately thirty (30) days after the Settlement Date, though 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.
- 6. **No Recommendation**. 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.
- 7. **Tax Treatment**. Public Investing processes and treats all Match Amounts 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 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.**
- 8. **Miscellaneous**. 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.