

Public IRA Contribution Match Program
Terms & Conditions

Public Investing's IRA Contribution Match Program (the "IRA 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.
 - 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 [irs.gov](https://www.irs.gov).
 - c. "*Apex*" means Apex Clearing Corporation.
 - d. "*Customer*" means an individual who has a Public IRA Account in good standing.
 - e. "*Eligible Deposit*" means new deposits of at least \$1.00 deposited by a Customer into their Public IRA Account through a recurring or one-time contribution, which successfully transfer and settle. Eligible Deposits do not include any contribution: (i) made to an Public IRA Account through a rollover, transfer (ACAT, trustee-to-trustee, or otherwise), dividend, and/or reward; (ii) which charges back and/or never settles; or (iii) made after the Customer's Annual Contribution Limit has already been met.
 - f. "*Eligible Deposit Date*" means the date on which a Public Customer initiates an Eligible Deposit into the Customer's Public IRA Account.
 - g. "*Holding Period*" means the time period starting on the Settlement Date of the Match Amount and ending five (5) years thereafter.
 - h. "*IRA Agreement*" means all Public Investing and Apex agreements that the Customer agrees to in connection with opening their Public IRA Account, including but not limited to the Public Investing Brokerage Agreement and, as applicable, the Apex Individual Retirement Custodial Account Agreement or Apex Roth Individual Retirement Custodial Account Agreement.
 - i. "*Match Amount*" means the amount funded by Public Investing and applied to a Customer's Public IRA Account subject to the terms and conditions set forth herein.
 - j. "*Offer Period*" is any time on or after March 24, 2025 until such time as Public Investing shall end the Offer Period in its sole discretion without notice.

- k. “*Public Investing*” means Open to the Public Investing, Inc., a registered broker-dealer and member of FINRA and SIPC.
 - l. “*Public IRA Account*” means a self-directed individual retirement account offered by Public Investing and custodied by Apex.
 - m. “*Settlement Date*” is the date when the Eligible Deposit successfully transfer, settles, and posts to a Customer’s Public IRA Account.
2. Eligibility. The IRA Match Program is only available to Customers who, as of the Eligible Deposit Date, have: (a) a Public IRA Account in good standing; and (2) contributed one or more Eligible Deposits to this Public IRA Account.
3. Offer. Subject to the terms and conditions set herein (including but not limited to the Holding Period), for each Eligible Deposit made by a Customer to their Public IRA Account during the Offer Period, Public Investing will fund a Match Amount of 1% of the value of such deposit up to the Annual Contribution Limit in any given taxable year (this “Offer”). Match Amounts will be rounded to the nearest whole cent.
4. Early Removal Fee. If a Customer has received a Match Amount for an Eligible Deposit, then any removal of funds or securities from the Customer’s Public IRA Account during the Match Amount’s Holding Period will result in a non-taxable fee (“Early Removal Fee”) being applied to the Customer’s Public IRA 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 IRA 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 IRA 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 IRA Account’s holdings if a Funds Removal has not otherwise been initiated.

If the Customer has cash available in their Public IRA Account, then the Early Removal Fee shall be deducted from this available cash balance. If the Customer has insufficient cash available in their Public IRA Account to pay the Early Removal Fee, then the Customer directs the removal, transfer, sale of positions, and potential liquidation from their Public IRA 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 IRA Match Program, the Customer’s Public IRA Account and all other accounts with Public Investing (collectively, “Public Accounts”) 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 any Public Account,

or a violation of the IRA 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 IRA Account.

- b.** The Match Amount will be credited to the Customer's Public IRA Account within approximately seven (7) business 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 IRA Agreement or this Agreement.
 - c.** The IRA Match Program is not available for Customers who roll over, transfer, or inherit Public IRA Accounts.
- 6.** No Recommendation. The IRA Match Program is not a recommendation of any investment or investment strategy, or a recommendation that any Customer rollover or transfer assets into any Public IRA Account. By participating in the IRA 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 IRA Account. Public Investing, through the IRA 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 IRA 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 IRA 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 IRA 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 IRA Match Program is only available for personal use, and may not be used for commercial purposes.