public

Open to the Public Investing, Inc.
Reserve Agreement

1. Reserve Membership

A. I have opened a brokerage account (my "Account") with Open to the Public Investing, Inc. ("Public Investing") pursuant to my Open to the Public Investing, Inc. Brokerage Agreement ("the Public Brokerage Agreement").
B. Public Investing has allowed me to upgrade my Account and participate in the Public Reserve membership program ("Reserve"). As a Reserve member, I have access to certain Reserve products and services via the Public platform. Public Investing may add or change Reserve subscription benefits over time in its sole discretion. The Fee Schedule sets out the current fees for accessing services.
C. This Open to the Public Investing, Inc. Reserve Agreement (the "Agreement") sets forth the terms and conditions of my Reserve membership. When used in this Reserve Agreement, "I" and "my" refer to and represent the owner(s) of the brokerage account with Public Investing.

2. I acknowledge:

A. Nothing in this Agreement obligates Public Investing to allow me to access Reserve;
B. Nothing in this Agreement or my Reserve access and usage shall be construed as a recommendation of any investment, or any form of investment, legal or tax advice;
C. Neither this Agreement nor my Reserve access and usage shall be considered an offer or solicitation for the purchase or sale of any security to me or to any other person or another account, at Public Investing or otherwise; and
D. This Reserve Agreement does not give rise to any liability on the part of Public Investing beyond that provided for or permitted under the Public Brokerage Agreement.

3. Subscription Period Options

A. Public Investing offers two types of Reserve memberships: Monthly and Annual.
B. If I elect the monthly membership, I agree to pay $20.00 per month (the "Monthly Fee") to Public Investing for my Reserve membership. Public Investing may change this pricing on at least thirty (30) days' notice to me. I will be charged the Monthly Fee on the day I initiate my Reserve membership and every thirty (30) calendar days thereafter, unless I terminate my Reserve membership pursuant to Section 4 below.
C. If I elect the annual membership, I agree to pay $200 per year (the "Annual Fee") to Public Investing for my Reserve membership. Public Investing may change this pricing on at least thirty (30) days' notice to me. I will be charged the Annual Fee on the day I initiate my Reserve membership and on every annual anniversary of my membership thereafter, unless I terminate my Reserve membership pursuant to Section 4 below.
D. Public Investing shall deduct the Monthly or Annual Fee (either, a "Subscription Fee"), as the case may be, from the available cash in my Account and/or any payment method linked to my account, including my bank account or debit card.

In the event that I have Margin Investing enabled in my Account and the available cash in my Account is insufficient to pay the full Subscription Fee, then Public Investing may use my "margin buying power" to pay such fee, thereby potentially incurring a margin balance on my Account.

4. Cancellation/Termination

A. I understand I may cancel my Reserve subscription at any time via chat on the Public app or website or by contacting Public customer service at support@public.com. I may also cancel my Reserve membership by terminating or closing my Public Investing brokerage Account.

B. If I cancel my Reserve membership pursuant to Section 4.A above, my membership will terminate at the end of the then-applicable membership term (30 days for monthly memberships, one year for annual memberships). At the end of that period, I will not be charged the Subscription Fee unless I re-enroll in Reserve.

C. I understand that cancellation, termination, or lapse of my Reserve membership may affect the matches I have received or expect to receive. In particular, if I cancel my Reserve membership (i) within twelve months of receiving an IRA match, standard (non-Reserve) match rates will apply to my unpaid monthly match installments for the remainder of the twelve months, and (ii) I will forfeit any unpaid monthly match installments for my Generated Assets, Direct Index or Treasury accounts, as described in Appendix A.

D. Public Investing may terminate or suspend my Reserve subscription at any time, for any reason and without notice to me. If Public Investing terminates or suspends my Reserve membership during a membership period and the termination or suspension is not due to my fault, I will receive a prorated refund of the Subscription Fee.

5. Match Program

A. As a Reserve member, I may be eligible to receive match incentives on certain contributions and deposits, subject in each case to the terms and conditions set forth in Appendix A to this Agreement.

B. I understand that each match requires an active Reserve subscription, and is subject to certain eligibility conditions, contribution and deposit caps, payout schedules, holding periods, and recoupment provisions.

I understand that by enrolling in the Reserve membership, I remain subject to the Public Brokerage Agreement (which is incorporated by reference and constitutes part of this Reserve Agreement) and all other agreements between Public Investing and me. I understand that this Reserve Agreement is governed by New York law and is subject to the arbitration clause in the Public Brokerage Agreement.

By tapping "Upgrade", I agree (i) I have read and understand this Agreement and the Fee Schedule, and have retained copies for my records; (ii) Public Investing may enroll my Account in the Reserve membership program; and (iii) **Public Investing may charge my account a Subscription Fee on the day I initiate my Reserve membership and every applicable anniversary (30 days or 365 days) thereafter (pricing subject to change according to the**

terms herein), until I cancel my membership as described in Section 4 above.

Appendix A to the Open to the Public Investing, Inc. Reserve Agreement

Match Program Terms & Conditions

Public Investing's Reserve Match Program (the "Match Program") is available to Reserve members and is subject to the terms and conditions set forth herein.

1. **Definitions.** When the following capitalized terms are used in this Appendix, 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 IRA 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. For SEP IRAs, the Annual IRA Contribution Limit is capped at the IRS annual contribution limit applicable to Traditional IRAs and excludes employer SEP IRA contribution limits. More information is available on www.irs.gov.

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

    d. "*Customer*" means an individual who has an Account and an active Reserve subscription, and whose Account is in good standing.

    e. "*Eligible Deposit*" means a new deposit of at least $1.00 initiated by a Customer into their Generated Assets, Direct Index or Treasury account through a recurring or one-time deposit. The deposit of any Eligible Deposit must be initiated by the Customer during the Offer Period and must successfully transfer and settle. Eligible Deposits do not include: (i) any deposit made through a dividend, reward, or promotion; (ii) any deposit which charges back or never settles; or (iii) any ACAT transfers into their Account.

    f. "*Eligible IRA 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 IRA Contribution must be initiated by the Customer during the Offer Period and must successfully transfer and settle. Eligible IRA Contributions do not include: (i) any contribution made through a dividend, reward, or promotion; (ii) any contribution which charges back or never settles; (iii) any contribution made after the Customer's Annual IRA Contribution Limit has already been met for the taxable year, or (iv) any rollovers or ACAT transfers into their Public IRA Account.

    g. "*IRA Holding Period*" means the time period starting on the Settlement Date of the Eligible IRA Contribution and ending five (5) years thereafter.

h. "*Match Amount*" means the amount funded by Public Investing under a Match Program and applied to a Customer's applicable Account subject to the terms and conditions set forth herein.

i. "*Offer Period"* means any time on or after September 22, 2026, until Public Investing ends the Offer Period in its sole discretion without notice.

j. "*Public 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, the Apex Customer Agreement, and, as applicable, the Apex Individual Retirement Custodial Account Agreement or Apex Roth Individual Retirement Custodial Account Agreement.

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 an Eligible IRA Contribution or Eligible Deposit successfully settles, and posts to a Customer's applicable Account.

n. "*Standard Match Rate*" means the standard non-Reserve match rate of 1%, or such other rate determined by Public Investing from time to time.

2. **Eligibility.** The Match Program is only available to Customers who as of the date of the Eligible IRA Contribution or Eligible Deposit, as applicable: (i) have an Account in good standing; (ii) are enrolled in and maintain an active Reserve subscription, and (iii) made one or more Eligible IRA Contributions or Eligible Deposits to their Account.

3. **IRA Match**

a. <u>Offer.</u> Subject to the terms and conditions set herein (including but not limited to the IRA Holding Period), for each Eligible IRA Contribution made by a Customer to their Public IRA Account, Public Investing will fund a Match Amount of 4% of the value of such contribution ("Reserve Match Rate"), up to the Annual IRA Contribution Limit in any given taxable year, into their Public IRA Account. Match Amounts will be rounded to the nearest whole cent. Match Amounts for Eligible IRA Contributions will be paid monthly over twelve months. The Match Amount is calculated based on 4% of the total of the contributed cash.

b. <u>Cancellation.</u> A Customer must maintain an active Reserve subscription for at least twelve (12) months following the most recent Eligible IRA Contribution that received a Match Amount. If the Customer's Reserve subscription ends before then, any unpaid Match Amounts for the remainder of the twelve months will be reduced to the Standard Match Rate. This forfeiture of the Reserve Match Amount is separate from, and in addition to, any Early Removal Fee.

c. Holding Period. If a Customer has received a Match Amount for an Eligible IRA Contribution, then any removal of funds or securities from their Public IRA Account during the Match Amount's IRA Holding Period will result in a non-taxable fee ("Early Removal Fee") being applied to the 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 IRA Holding Period, including, but not limited to, withdrawal, rollover, transfer, levy, excess contribution, account closure, distribution outside of the Account, and/or chargeback of an otherwise Eligible IRA Contribution (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 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.

4. Generated Assets, Direct Index, and Treasury Account Match

a. Offer. Subject to the terms and conditions set herein, for each Eligible Deposit, Public Investing will fund a Match Amount of: (a) 1% of deposits into the Generated Assets account, up to $250,000 in deposits per calendar year; and (b) 0.50% of deposits into the Direct Index and Treasury accounts, up to $250,000 in deposits per calendar year in total across both accounts combined. Match Amounts are based on the deposited cash and rounded to the nearest whole cent. Deposits in excess of the applicable cap in any calendar year are not eligible.

b. Cancellation. Each Match Amount is paid in twenty-four (24) equal monthly installments following the Settlement Date of an Eligible Deposit. A Customer must maintain an active Reserve subscription to receive each installment. If the Customer's Reserve subscription ends, the Customer forfeits all unpaid installments as of that date and no further installments due will be credited.

5. Other Limitations

a. To be eligible to participate in the Match Program, the Customer's 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 Account, or a violation of the Public Agreement or this Reserve Agreement, or that a 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 Reserve Agreement, the Customer directs the removal, transfer, and potential liquidation from their Account.

b. The Match Amount will be credited to the Customer's 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 Accounts.

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

6. **Tax Treatment.** Public Investing processes and treats all IRA Match Amounts as interest earned by the applicable account for tax reporting purposes and may report such amounts to applicable tax authorities. The interest earned by an 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 PROVIDE 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.

7. **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 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 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. **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

public

U.S. residents only. This Match Program is only available for personal use, and may not be used for commercial purposes.