FIRSTRADE “REFER-A-FRIEND” PROGRAM TERMS AND CONDITIONS

This Agreement governs the "Refer-A-Friend Program" (the "Program") offered by Firstrade Securities, Inc. ("Firstrade," "we," or "us"). Participation in the Program in any way, whether as a Referrer or Referee, and/or as a recipient of any bonus awarded under the Program ("Participants" or "you"), constitutes acceptance of this Agreement. All references to dollar amounts are in U.S. dollars ("USD").

1. **Introduction.** Under the Program, existing Firstrade account holders (“Referrers”) may invite other potential new clients (“Referees”) to open a Firstrade brokerage account. Subject to the terms and conditions described below, the Referee may earn a bonus determined by the amount of Net Deposit made into the Referee's Firstrade account during the thirty (30) calendar days following the account approval date (“Funding Period”). On the first business day following the expiration of the Funding Period (the “Calculation Date”), Firstrade will review the Referee's Net Deposit and determine a Projected Bonus based on the applicable tier. The Projected Bonus is not credited to the Referee's account and is not the Referee's money; it is displayed on the rewards dashboard as a projected, contingent amount only. The Referee earns the bonus only if the conditions in Section 7 are met through the Vesting Date, at which point the earned amount is credited to the Referee's account as available cash. The maximum bonus a Referee may earn is $1,000. A Referee may only earn the bonus once under the Program.

   The Referrer will receive compensation in the form of a flat fee payment (the "Payment"). The terms of this Payment are described on Firstrade's website and may be amended at Firstrade's sole discretion.

2. **Changes to Terms of the Program.** Firstrade may change the terms of the Program in its sole discretion, including for legal or commercial reasons. The current terms of the Program are specified on the Firstrade public website and on the FAQ Page and such terms may be modified at any time.

3. **Exclusions.** The following exclusions apply to Participants in the Program and may be modified at any time in Firstrade’s sole discretion.

- Entity accounts (including Hedge Funds, Introducing Brokers, and Proprietary Trading Firms), as well as Financial Advisors, are not eligible to participate in the Program.
- Residents of mainland China, Spain, Portugal, Japan, Denmark, Israel and Poland are not eligible to participate in the Program.
- Tax-advantaged accounts are not eligible to participate in the Program. Bonuses and Payments will not be awarded where Firstrade has confirmed that local law or regulation prohibits such arrangements.
- Employees of Firstrade are not eligible to participate in the Program or receive any bonuses or Payments.
- Bonuses and Payments will not be awarded when the Referrer and the Referee are family members or others living at the same exact physical address.

Firstrade reserves the right to close the Program to new Participants at any time.

Accounts established in order to improperly exploit, abuse or undermine the Program (as solely determined by Firstrade) are not eligible to receive bonuses or Payments.

4. **Referee Eligibility.** Subject to the exclusions noted above, and as amended from time to time by Firstrade, Referees are eligible to receive bonuses if: (i) they were not a Firstrade account holder prior to the date of receipt of the referral invitation from a Referrer; (ii) following receipt of that referral invitation, they apply for (using the instructions provided in the referral invitation) and are approved to maintain a new Firstrade brokerage account, subject to Firstrade's eligibility requirements and other terms and conditions, including, but not limited to, minimum equity requirements and execution of the applicable Customer Agreement(s) for the relevant Firstrade affiliate offering the account; and (iii) on the date the Referee funds their account, the Referrer's account remains open.

   Eligibility to open a Firstrade brokerage account is determined at the sole discretion of Firstrade, in accordance with all applicable requirements, terms, policies and procedures, which may vary over time and jurisdiction, and may be revised at any time without notice.

5. **Referrer Eligibility.** Referrers are prohibited from acting as a broker or dealer, as defined by U.S. securities regulation, and from having any involvement with Firstrade client accounts beyond the initial referral.

By participating in the Program, the Referrer acknowledges and agrees that:

- Referrer will not have any involvement with a Referee's Firstrade account after the initial referral. Specifically, Referrer agrees not to do any of the following:
    - help set up the Referee's account;
    - train Referees to use Firstrade's trading platform, solicit or place orders or have any other ongoing involvement in the Referee's trading of their Firstrade account;
    - act as financial advisor or hold power of attorney or discretionary trading authority over a Referee's account;
    - act as a point of contact between the Referee and Firstrade; or distribute advertising or marketing materials about Firstrade without Firstrade's written consent.
- Referrer will not hold itself out as an employee or agent of Firstrade.
- Firstrade will pay Referrer a flat fee Payment of USD 200 per eligible referral for up to fifteen (15) friends or family in a calendar year and thirty (30) total. The Referrer earns this payment only if the Referee opens an account through the shared link, makes a Net Deposit of at least USD 10,000 within thirty (30) days, and maintains a Remaining Net Deposit of at least USD 10,000 through the Vesting Date. The Payment will be issued to the Referrer on the first business day following the Vesting Date, provided that (i) the Referee has earned the bonus (i.e., no "Not Earned" event has occurred), and (ii) as of the payout date, the Referrer's Firstrade account remains open, active, and in good standing — i.e., the account has not been closed, is not restricted as a result of a full outgoing ACATS transfer, and is not subject to any legal or regulatory restriction. If any of these conditions is not satisfied, the Referrer will not earn the Payment.
- Referrers may only receive one Payment for each Referee that opens an account, even if the Referee opens more than one Firstrade account.
- Referrer confirms that it is not a resident of mainland China, Spain, Portugal, Japan, Denmark, Israel or Poland and understands that Firstrade will not issue a Payment to Referrers who are domiciled in mainland China, Spain, Portugal, Japan, Denmark, Israel, Poland or other countries Firstrade confirms prohibit participation in the Program.

6. **Computation of Projected Bonus.** On the Calculation Date, Firstrade will (i) review the Referee's Net Deposit during the Funding Period, (ii) determine the applicable tier per Figure 1 below, and (iii) display the corresponding Projected Bonus on the Referee's rewards dashboard. The review, determination, and display of the Projected Bonus shall all occur on the Calculation Date. The Projected Bonus is a projected, contingent amount only; it is not credited to the Referee's account, is not the Referee's money, and does not constitute an obligation of Firstrade unless and until it is earned on the Vesting Date. The Projected Bonus will not increase with additional deposits after the Calculation Date.

During the Funding Period:

- Firstrade will determine the bonus tier based on cash or the net fair market value of assets deposited into ("Deposit Value") and withdrawn from ("Withdrawal Value") the Referee's account.
- Cumulative Deposit Value minus Withdrawal Value is the "Net Deposit."
- The maximum bonus a Referee may earn is $1,000.
- The Net Deposit amount determines the applicable tier per Figure 1:

Figure 1- Net Deposit reward table

Tiers	Net Deposit	Projected Bonus
Tier 1	$10,000 - $29,999	$100
Tier 2	$30,000 - $99,999	$400
Tier 3	$100,000 - $499,999	$700
Tier 4	$500,000 or more	$1,000

The Projected Bonus shown is a projected, contingent amount and is earned only if the conditions in Section 7 are met through the Vesting Date.

7. **Earning and Vesting.** As described in Section 6, the Projected Bonus is determined and displayed on the Calculation Date. From the Calculation Date, the Projected Bonus is subject to a one-year period (the "Retention Period") during which it remains a projected, contingent amount displayed on the rewards dashboard — it is not credited to the account, not the Referee's money, not withdrawable, transferable, or usable for trading, and does not constitute an obligation of Firstrade. The Referee earns the bonus, and it is credited to the account as available

cash, only on the date that is one (1) year after the Calculation Date (the "Vesting Date"), and only to the extent the conditions below are met. During the Retention Period, the Projected Bonus is:

- Displayed on the Referee's rewards dashboard as a projected, contingent amount;
- Not credited to the account and not the Referee's money — the Referee has no right to use, withdraw, or receive it unless and until it is earned on the Vesting Date; and
- Subject to downward adjustment or to being not earned, based on withdrawals made during the Retention Period, as described below.

The Projected Bonus will be adjusted to reflect the tier corresponding to the Referee's Remaining Net Deposit at the time of each withdrawal during the Retention Period. Specifically:

- After each withdrawal during the Retention Period, Firstrade will recalculate the Referee's Remaining Net Deposit as follows:
  - Remaining Net Deposit = Original Net Deposit – Cumulative Withdrawal Value (during Retention Period)
- The Projected Bonus is reset to the tier amount corresponding to the Remaining Net Deposit per Figure 1 above. For example:
  - If a Referee originally deposited $120,000 (Tier 3, $700 bonus) and withdraws $100,000 during the Retention Period, bringing the Remaining Net Deposit to $20,000 (Tier 1), the Projected Bonus will be adjusted downward to $100.
  - If a subsequent withdrawal reduces the Remaining Net Deposit below $10,000, the bonus is not earned.
- The Projected Bonus may only be adjusted downward during the Retention Period. It will not increase if the Referee makes additional deposits after the Calculation Date. The final amount earned as of the Vesting Date will be the amount credited to the Referee's account as available cash.

Not Earned: The Projected Bonus will not be earned if, at any time during the Retention Period: the Remaining Net Deposit falls below $10,000 (i.e., below the minimum threshold for Tier 1); or the Referee's account is closed. Because the bonus is never earned in that case, the Referrer will also not earn their Payment.

8. **Wire Fee Rebate.** If you participate in this promotion using a wire transfer, you may be eligible for the Wire Fee rebate. This offer is applicable solely to individual, joint and custodial investment accounts. Firstrade will reimburse up

to $25 for your first single wire transfer of $2,500 or more, completed within 30 days after account opening. For subsequent wire transfers, a minimum transfer amount of $10,000 is required to qualify for a rebate. We will reimburse the expenses associated with transferring funds via wire from your financial institution to Firstrade, up to a maximum of $25 per wire transfer and a total of 3 rebates per month. Claims for rebates must be made through the online portal of your Firstrade account within 30 calendar days from the date of receiving the wired funds. Upon submission of your rebate claim, Firstrade will begin reviewing your request. The review period is around five (5) business days. The rebate will be credited to your account when the review has been completed and the claim is approved. These terms will take effect on 01/05/2026. Firstrade retains the right to amend or terminate this offer without prior notification. This offer is neither an invitation nor a solicitation in any jurisdiction where Firstrade is not authorized to carry out securities transactions. Certain other limitations may also be applicable.

9. **Transfer Fee Rebate.** If you participate in this promotion using the ACATS transfer method, you may be eligible for the Transfer Fee rebate. Firstrade will rebate the account transfer fee (ACATS only) of up to $250 charged by another brokerage firm when completing a Full or Partial Account Transfer for $2500 or more (excluding mutual funds & fixed income products). The rebate will be based solely on the actual transfer fee charged by the firm you are transferring from. To receive the transfer rebate, please submit (upload, fax or email) a copy of your most recent statement from your previous broker with evidence of the transfer charge. Submissions must be received within 60 days of the transfer date. Upon receipt of your proof of transfer fee, Firstrade will begin reviewing your request. The review period is around five (5) business days. The rebate will be credited to your account when the review has been completed and the request is approved. This offer applies to Firstrade regular brokerage accounts and IRAs (Traditional IRA, Roth IRA, and Rollover IRA), and excludes Partnership, Corporate, Investment Club, and ESA Education Planning Accounts. If, within 12 months of account opening, the account balance falls below $2,500 due to withdrawals or outgoing transfers, Firstrade may reverse the transfer rebate at the time of withdrawal. Firstrade reserves the right at its sole discretion to terminate this offer without prior notice. This is not an offer or solicitation in any jurisdiction where Firstrade is not authorized to conduct securities transactions.

10. **Responsibility for Taxes.** Participants are responsible for all taxes arising from participation in the Program. Firstrade does not provide tax advice. Participants should consult their tax advisors regarding all tax implications of participation.

Firstrade is not responsible for any tax obligations but reserves the right to withhold and report as required by law.

Withholding Authorization: By participating, Participants authorize Firstrade to satisfy withholding obligations by: (a) withholding from the bonus before or at the time it vests and becomes available; (b) deducting from account cash; (c) selling account securities; (d) withholding from other payments; (e) applying to margin balance; or (f) requiring direct payment.

For U.S. tax residents, the bonus is treated as ordinary income in the year the Projected Bonus vests and becomes available as unrestricted cash on the Vesting Date. Form 1099-MISC will be issued if the bonus meets the IRS reporting threshold. Participants should consult their tax advisor regarding the proper treatment of any bonus they earn. For the avoidance of doubt, although the Projected Bonus is displayed on the Calculation Date, it is earned and credited to the Referee's account only on the Vesting Date, and is treated as ordinary income for U.S. tax purposes only in the year in which it is earned and becomes available as cash on the Vesting Date.

For non-U.S. tax residents, Firstrade will withhold taxes as required by U.S. law at the applicable statutory rate at the time the Projected Bonus is earned on the Vesting Date, unless a valid Form W-8BEN or W-8BEN-E is on file establishing eligibility for a reduced treaty rate. Form 1042-S will be issued as required.

11. **Electronic Delivery and Acceptance.** Participants consent to receive all records and documentation related to the Program by electronic means as provided in the customer agreement associated with their Firstrade Account, as amended or updated from time to time.

12. **Data Privacy.** You acknowledge and consent to the collection, use, processing and transfer of personal data as described in the Firstrade Privacy Statement, which can be found on Firstrade’s website, and the customer agreement associated with your Firstrade account, as amended or updated from time to time.

13. **Overriding Restriction.** If we determine that any of the terms or conditions of this Agreement were not satisfied at any time, the following applies. Before the Vesting Date, the bonus is a projected, contingent amount that has not been earned or credited; if any term or condition is not satisfied, the bonus is simply not earned and no amount is credited. On or after the Vesting Date, the earned bonus is available to the Referee without restriction. However, if we later determine that any term or condition of this Agreement was not in fact satisfied — including as a result of error, misrepresentation, or abuse — we may reclaim the amount credited. If there are insufficient funds in the account to complete the chargeback, the outstanding amount may be applied to the customer's margin balance (if applicable) or collected through other means.

14. **Other Restrictions.** Firstrade may amend or terminate this Agreement with or without prior notice to you as it deems necessary, desirable or appropriate.

15. **Entire Agreement.** Your rights hereunder are subject to the terms of this Agreement. You agree to be bound by the terms of this Agreement and acknowledge having read and understood this Agreement. This Agreement constitutes the entire agreement and supersedes all prior understandings and agreements, written or oral, of the parties hereto with respect to the subject matter hereof. No waiver shall operate as or be construed to be a subsequent waiver of the same provision or a waiver of any other provision hereof.

16. **Section Headings.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision hereof.

17. **Customer Agreement.** The terms and conditions of the customer agreement, as amended or updated from time to time, associated with a Referrer, Referee or other Firstrade account shall apply to the fullest extent possible to the extent not inconsistent with this Agreement.

18. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to conflict of

law principles. In all judicial actions, arbitrations or dispute resolution methods, Participants waive any right to punitive damages.

19. **Mandatory Arbitration; Waiver of Jury Trial. The dispute resolution procedures of the customer agreement associated with your Firstrade account, as amended or updated from time to time, apply mutatis mutandis to this Agreement. This means that any dispute, controversy or claim between you and Firstrade arising out of or relating to this Agreement shall be finally settled through mandatory arbitration, and Program participants waive any right to a jury trial. By electronically indicating acceptance of this Agreement, or by participating in the Program, you acknowledge that this Agreement contains (by incorporation) a pre-dispute arbitration clause and that you have received, read and understood the terms thereof.**

20. **Severability.** The provisions of this Agreement are severable, and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

21. **Imposition of Other Requirements; Regulatory Requirements.** We may require you to provide such other assurances and representations as we may deem necessary or desirable to assure compliance with all applicable legal, regulatory and accounting requirements. We may take such additional actions as are necessary to comply with any legal requirement, and you agree to cooperate with the same. Neither the receipt of any Projected Bonus nor any communications related to the Program constitutes a solicitation or a recommendation to buy, sell, or hold any securities.