



Terms & Conditions of STABLE Account Enrollment Incentive

VOID WHERE PROHIBITED.

PROGRAM DESCRIPTION: The STABLE Account Enrollment Incentive (the “Match”) involves a one-time grant of \$25 into any new account established for an Ohio resident in the STABLE Account Plan (the “Plan”) following the funding by or on behalf of the account owner of the required \$25 initial contribution to the account. The Match begins on April 1, 2024.

SPONSOR: Office of the Ohio Treasurer

ELIGIBILITY: The Match is open to accounts with the following characteristics:

- (1) the account was opened on or after April 1, 2024 with an initial contribution of at least \$25,
- (2) the beneficiary of the account is an Ohio resident at the time the account is opened, and
- (3) the Match grant would not cause the account to exceed the annual contribution limit.

Account owners must also meet all eligibility requirements and other requirements to open a Plan account as set out in the Plan’s Plan Disclosure Booklet.

The following individuals are not eligible to participate in the Match or to be named as the account owner/beneficiary of an account participating in a Match: Employees of the Sponsor, employees of the Plan, employees of any Plan vendors, and members of the Plan’s Advisory Board, as well as, with respect to any of the above-named individuals, their agents, successors and assignees, and their respective immediate family members (spouse; parents,

siblings, children, and grandchildren and their spouses; and in-laws of the employees) and members of the same household (whether or not related).

CONDITIONS: After the new account has been established, eligibility has been confirmed, and the initial \$25 minimum contribution to the new account has been made, STABLE Account will add \$25 into the account. The \$25 granted by the Match will be deposited to the BankSafe Option described in the Plan's Plan Disclosure Booklet. If the initial contribution to an account exceeds the \$25 minimum contribution, the Match contribution will remain \$25.

NOTE: The Match is offered on a first come first served basis and Sponsor has the right to modify, withdraw, suspend and or otherwise terminate the offer at any time

AGREEMENT TO THE TERMS & CONDITIONS: By accepting the \$25 Match funds, and not opting out, an account owner fully and unconditionally agrees to and accepts these Terms & Conditions and the decisions of the Sponsor and the Plan, which are final and binding in all matters related to the Match.

GRANTS: The Match will consist of a one-time \$25 grant into a qualifying account owner's account. There is a lifetime limit of one grant per account owner/beneficiary.

PUBLIC BENEFITS CONSIDERATIONS: Note that Match grants could be treated as countable income for purposes of means-tested public benefits programs and could affect eligibility for such benefits. Match funds held in a STABLE Account will not, however, count as a resource for purposes of means-tested federal, state, or local public assistance/benefits programs. You should consult a legal, benefits, and tax professional for advice on whether Match funds will affect your own circumstances.

OPT-OUT: The account owner or Authorized Legal Representative (as defined in the Plan's Plan Disclosure Statement) has 30 days from account

opening to opt out of the Match if they cannot or do not wish to accept the Match grant. To opt out, contact the Plan at 1-800-439-1653.

TAXES AND EXPENSES; NO TRANSFER OR SUBSTITUTION: Account owners will be solely responsible for any applicable federal, state or local taxes relating to receipt of the Match. No transfer or substitution of the Match grant is permitted.

RELEASE: By accepting the grant, and not opting out, account owners: their legal guardian(s), and/or their Authorized Legal Representatives (a) release the Office of the Ohio Treasurer, the Plan, the Plan Manager, Plan Vendors, and their respective directors, officers, agents and employees (together, the “Program Entities”) from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation in the Match; (b) agree to indemnify and hold each of the Program Entities harmless from and against any and all liability for any claims, costs, injuries, losses or damages of any kind to third parties caused by account owner’s participation in the Match; and (c) acknowledge that the Program Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the contribution. None of the Program Entities are responsible for incorrect or inaccurate transcription of information, or for any human or other error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Web site, or any other error or malfunction, or any injury or damage to participant’s or any other person’s computer related to or resulting from participation in this Match. All taxes, tax reporting, public benefits-related reporting, and effect to public benefits that may result from receipt of Match funds are solely the responsibility of the account owner, the account owner’s legal guardian(s), and/or the Authorized Legal Representative for the account owner’s STABLE account.

Failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. If for any reason, the Match is not capable of being executed as planned, or infection by computer virus, bugs, tampering,

unauthorized intervention, fraud, action of account owners, technical failures or any other causes which in the sole opinion of Sponsor or the Plan, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Match, Sponsor or the Plan reserve the right at their sole discretion to disqualify any suspect account and to cancel, terminate, modify or suspend the Match. In the event of any cancellation, termination or suspension, notice there of will be posted at <https://www.stableaccount.com/> and the \$25 grant may be awarded among all eligible accounts received prior to the date and time of the termination, cancellation or suspension, as Sponsor or Plan determine in their sole discretion. Accounts not complying with the Terms & Conditions are subject to disqualification. and/or removal of any Match funds already contributed to the account].

The account owner, the account owner's legal guardian(s), if any, and the account owner's Authorized Legal Representative, if any, agree that: (a) any and all disputes, claims and causes of action arising out of, or connected with, the Match shall be resolved individually, without resort to any form of class action: (b)venue and jurisdiction for any such claims or causes of action shall occur in the appropriate court in Franklin County, Ohio and consent to the personal jurisdiction of such court; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with this Match but in no event attorneys' fees; and (d) they hereby waives all rights to claim, punitive, incidental, indirect, and consequential damages and any other damages other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, account owner's rights and obligations, or the rights and obligations of the Sponsor or Plan in connection with the Program shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflicts of law rules (whether of the State of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Ohio.

PERSONAL INFORMATION: Information collected online is subject to the Plan's Privacy Policy which can be found in the Plan Disclosure Statement and Participation Agreement [at www.stableaccount.com](http://www.stableaccount.com)

STABLE accounts are not guaranteed by the Ohio Treasurer's Office, the State of Ohio, any state agency or subdivision thereof, or their authorized agents or affiliates. You could lose money by investing in a STABLE account. Consider investment objectives, risks, charges, and expenses before investing. You should consider whether your home state plan offers any benefits not available through STABLE Account. Before you open an account, you should carefully read and understand the STABLE Account Plan Disclosure Booklet, which is available at www.stableaccount.com. You should consult your legal, benefits or tax professional for advice based on your own circumstances.