OPEN TO THE PUBLIC INVESTING, INC.
EVENT CONTRACTS CUSTOMER AGREEMENT

This Event Contracts Customer Agreement (the "**Agreement**") sets forth the terms and conditions pursuant to which Open to the Public Investing, Inc. may open one or more accounts on your behalf (each, an "**Event Contracts Account**") for the purpose of buying and selling Event Contracts (as defined in Section I below). In this Agreement, "**Customer**," "**you**," or "**your**" (or similar terms) refer to the person in whose name the Event Contracts Account is opened, and "**Public Investing**," "**we**," "**us**," or "**our**" (or similar terms) refers to Open to the Public Investing, Inc. References to this Agreement include any other agreements, terms, or disclosures that apply to your Event Contracts Account, each as may be amended or supplemented from time to time.

Your Event Contracts Account is subject to the additional agreements, terms, or disclosures listed below, which are incorporated by reference:

- Event Contracts Arbitration Agreement
- Event Contracts Risk Disclosure
- Uniform Futures and Options on Futures Risk Disclosures
    - Combined Disclosure Statement
    - Cross Trade Consent
    - Electronic Trading and Order Routing Systems Disclosure Statement
    - Material Conflicts of Interest
    - Notice to Customers: Exchange For Related Positions
- Virtual currency advisories
    - CFTC Customer Advisory: Understand the Risks of Virtual Currency Trading
    - NFA Investor Advisory – Futures on Virtual Currencies Including Bitcoin
    - NFA Disclosure for Underlying or Spot Virtual Currencies
- The Public Privacy Policy and the US Consumer Privacy Notice
- The Public Terms of Service
- The Electronic Delivery and Signature Agreement

ACCEPTANCE OF THIS AGREEMENT IS REQUIRED TO OPEN AN EVENT CONTRACTS ACCOUNT WITH PUBLIC INVESTING. READ THIS AGREEMENT CAREFULLY. CLICKING "I AGREE" IS THE LEGAL EQUIVALENT OF MANUALLY SIGNING THIS AGREEMENT AND LEGALLY BINDS YOU TO THIS AGREEMENT. BY CLICKING "I AGREE," YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT.

THIS AGREEMENT MAY BE SUPPLEMENTED OR AMENDED FROM TIME TO TIME BY PUBLIC INVESTING BY NOTICE TO YOU, AND SUCH NOTICE REQUIREMENT MAY BE SATISFIED BY THE REVISED AGREEMENT BEING POSTED ON THE PUBLIC WEBSITE.

BY CONTINUING TO ACCESS OR USE YOUR EVENT CONTRACT ACCOUNT WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, YOU ARE DEEMED TO ACCEPT THE TERMS OF THE REVISED AGREEMENT AND WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.

I. EVENT CONTRACTS ACCOUNT WITH PUBLIC INVESTING

A. **FCM**. Public Investing is registered with the U.S. Commodity Futures Trading Commission ("**CFTC**") under the Commodity Exchange Act ("**CEA**") as a futures commission merchant ("**FCM**") and is a member of the National Futures Association ("**NFA**"). As an FCM, Public Investing may open an Event Contracts Account to enable you to purchase and sell Event Contracts.

Public Investing routes and clears your orders to Apex Clearing Corporation ("**Apex Clearing**"), which is also an FCM registered with the CFTC and a member of the NFA. Apex Clearing executes your orders at KalshiEx LLC ("**KalshiEx**"), the applicable Designated Contract Market ("**DCM**"), and clears your orders through KalshiKlear LLC ("**KalshiKlear**"), the applicable Derivatives Clearing Organization ("**DCO**").

B. **Services Provided by Public Investing.** Public Investing will provide the following services to you in accordance with and subject to the terms of this Agreement (collectively, the "**Services**"):

1. Collecting and depositing of funds for Event Contracts orders;
2. Routing your orders to buy or sell Event Contracts for execution to the DCM and/or an executing FCM;
3. Routing and clearing your orders to buy or sell Event Contracts through Apex Clearing, as Public Investing's clearing FCM, which will in turn clear such transactions through the appropriate DCO;
4. Carrying and settling your executed Event Contracts transactions;
5. Providing account statements and other account information in respect of your Event Contracts Account; and
6. Any other actions necessary to support your Event Contracts Account or perform our obligations and enforce our rights under this Agreement or Applicable Law.

C. **Event Contracts**. Event Contract(s) are a type of derivative that the CFTC classifies as "Cleared Swaps," and are often referred to as forecast or prediction contracts. The value of an Event Contract is based on whether a specific event will occur at or before a specific time. The Event Contracts are described by a "Yes" or "No" proposition. All Event Contracts must be fully collateralized: Public Investing will reject any bid placed by a customer unless funds sufficient to fully collateralize the bid are available in the customer's Linked Securities Account (as defined in Section V). Once an Event Contract expires, it will no longer be available. Subsequently, the resolution of the Event Contract will be determined based on the occurrence or nonoccurrence of the reference event, and the Event Contract will go through settlement. Depending on the outcome of the event underlying the Event Contract, the holder of the "Yes" contract that reflects the outcome of the event may be entitled to receive the settlement value of $1.00, while the opposing "No" contract may expire with no value, or vice versa.

D. **No Advice or Fiduciary Relationship.** You agree and acknowledge that Public Investing does not provide you with any trading or investment advice of any kind, whether oral or in writing or through our Public website or Public mobile app (collectively, "**Public Platform**") or otherwise, including without limitation as to the nature, appropriateness, potential value, or suitability of any transaction or investment strategy for your Event Contracts Account, nor do we provide you with any tax or legal advice with respect to your trading or investments of any kind. You agree and acknowledge that (i) you are solely responsible for all Event Contracts orders placed for your Event Contracts Account, (ii) you will base all your trading decisions for your Event Contracts Account solely on your own evaluation of your financial circumstances, investment objectives and suitability or appropriateness for you, without relying on any information or other statements Public Investing or our affiliates may provide; and (iii) we are not acting as a fiduciary to you and owe no fiduciary obligations to you.

II. APPLICABLE LAW

A. The Event Contracts Account, all transactions in the Event Contracts Account, this Agreement, and each party's performance of its rights and obligations under this Agreement are subject to (i) the CEA and any other statute or law; (ii) any regulation, rule, order, or interpretation of the CFTC or of any other governmental authority; (iii) any regulation, rule or order of the National Futures Association; and (iv) the constitution, by-laws, rules, interpretations, and customs of any applicable exchange, clearing organization or other self-regulatory organization, in each case applicable to you or to us with respect to conduct under this Agreement (collectively, "**Applicable Law(s)**").

B. You agree and acknowledge that neither Public Investing nor its parent or affiliates (each, a "**Public Affiliate**") shall be liable for any action taken by Public Investing, any Public Affiliate, or any clearing broker or executing broker, to comply with Applicable Law, and you agree to fully comply with all Applicable Law. Any failure by Public Investing or any Public Affiliate to comply with any Applicable Law will not relieve you of any of your obligations under this Agreement, nor will it be construed to create rights under this Agreement in favor of you and against Public Investing or any Public Affiliate. You acknowledge and agree that neither Public Investing nor any Public

Affiliate is responsible for your compliance with any Applicable Laws.

III. OPENING AN EVENT CONTRACTS ACCOUNT

A. Representations and Warranties.

Representations and Warranties. You represent and warrant to Public Investing as of the date of this Agreement and at all times during the term of this Agreement as follows:

1. **Eligibility and Legal Capacity.**
   a) You are a natural person, at least 18 years old, of legal age under the laws of the jurisdiction in which you reside, and a resident of the United States.
   b) You have and maintain the capacity and authority to enter into this Agreement, open an Event Contracts Account(s), and effect Event Contracts orders through Public Investing.
   c) Any Event Contracts orders you effect through Public Investing do not and will not violate any Applicable Law, or any judgment, decree, order, or agreement, to which you or your property is subject.
   d) You acknowledge and agree that this Agreement is binding on and enforceable against you in accordance with its terms.

2. **Disclosure of Status.**
   a) You have not been designated by the U.S. Department of Treasury's Office of Foreign Assets Control ("**OFAC**") as a Specially Designated National or blocked person, you have no reason to believe that you would be considered a blocked person by OFAC, and you are not employed by, acting as agent of, or partially owned or controlled by a government, a government-controlled entity, or a government corporation.
   b) You are acting solely as principal and no one other than you has any interest in your Event Contracts Account. You agree to notify Public Investing of the identity of any other person or entity that controls the trading of your Event Contracts Account, has a financial interest of 10% or more in your Event Contracts Account, or the identity of any other account that you control or in which you have a 10% or greater ownership interest.
   c) Except as otherwise specifically set forth in your Event Contracts Account application, you are not (a) registered or qualified with the Financial Industry Regulatory Authority ("**FINRA**"), the NFA, the Securities and Exchange Commission, the CFTC, any state securities agency, any DCO, any securities exchange or association, or any commodities contract market or association; (b) engaged as an "investment advisor" as that term is defined in Section 201 of the Investment Advisers Act of 1940 (whether or not registered or qualified

under that Act); (c) a “commodity trading advisor” or “commodity pool operator” as those terms are defined in Section 1a of the CEA or exempt from registration as such; or (d) employed by a bank or other organization exempt from registration under federal and state securities laws to perform functions that would require you to be so registered or qualified if you were to perform such functions for an organization not so exempt.

3. **Appropriateness of Opening an Event Contracts Account.** You have determined that trading in Event Contracts is appropriate for you, is prudent in all respects, and if applicable, does not and will not violate any charter, by-laws, or other comparable governing document, to which you are subject, or any law, rule, regulation, judgment, decree, order, or agreement by which you or your property is subject or bound. As required by CFTC Regulations, you will create, retain, and produce upon request of the applicable contract market, the CFTC, the United States Department of Justice, or any other relevant regulator, documents (such as contracts, confirmations, telex printouts, invoices, and documents of title) with respect to transactions in your Event Contracts Account.

4. **Risk Disclosures.** You understand and have agreed to the risk disclosure documentation incorporated by reference into this Agreement and available or referenced on the disclosure library available at Public.com/disclosures, as may be supplemented or amended from time to time (“**Risk Disclosures**”). You agree that you will review the applicable Risk Disclosures prior to entering into any Event Contracts order, and that you will not engage in any Event Contracts orders unless you fully understand the associated Risk Disclosures. You are solely responsible for all decisions associated with your Event Contracts Account.

B. Accuracy of Information.

1. You represent that the representations and warranties you are making in this Agreement, and all information you have provided and will provide to Public Investing and/or a Public Affiliate in connection with your Event Contracts Account, is complete, true, correct, contains no material omissions, and is not misleading in any respect.
2. You further agree: (i) to notify us within ten (10) business days of any change in such information by sending an email to support@public.com, or by updating your Event Contracts Account information online; (ii) that Public Investing may rely on all information you provide to us or a Public Affiliate; and (iii) that you will provide Public Investing with any supplemental information requested by us within the requested time frame.

3. You agree to hold Public Investing, Public Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers harmless from and against any and all losses arising out of or relating to your failure to provide information that is current, accurate, truthful, and complete, or to update such information as required.

IV. TRANSACTIONS IN YOUR EVENT CONTRACTS ACCOUNT

A. **Authorization**. You authorize Public Investing to purchase and sell Event Contracts for your Event Contracts Account upon your electronic, oral, or written instructions. You acknowledge and agree that we may rely upon any electronic, oral, or written instructions that we reasonably believe to have been given by you, and that we may treat any instructions given for your Event Contracts Account using your username and password as being from you and fully authorized by you. You agree that Public Investing, Public Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers will not be liable for doing so, and you agree to indemnify, defend, and hold Public Investing, Public Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers harmless from and against any claims, costs, expenses (including reasonable attorney's fees) and losses that Public Investing incurs in connection with any such reliance.

B. **Contract Purchases and Sales**. If you submit an order to purchase Event Contracts in your Event Contracts Account, subject to the terms and conditions of this Agreement, (i) Public Investing will route such order to Apex Clearing, which in turn will route such order to KalshiEx as the DCM; (ii) if your order is executed at KalshiEx, Public Investing will move the required collateral, together with any transaction fees or costs, from your Linked Securities Account to your Event Contracts Account, where such funds will be immediately debited by Apex Clearing; (iii) Apex Clearing will clear such order through the applicable DCO; (iv) the required collateral for any open Event Contract position will be held at KalshiKlear as the DCO; and (v) if you are entitled to receive any proceeds when such Event Contract resolves, Apex Clearing will deposit the proceeds into your Event Contracts Account, and Public Investing will immediately transfer such proceeds to your Linked Securities Account.

If you submit an order to sell an open Event Contract in your Event Contracts Account, subject to the terms and conditions of this Agreement, (i) Public Investing will route such order to Apex Clearing, which in turn will route such order to KalshiEx as the DCM; (ii) if your order is executed at KalshiEx, Apex Clearing will clear such order through KalshiKlear as the DCO; and (iii) Apex Clearing will deposit the proceeds, less any fees or costs, into your Event Contracts Account, where such funds will immediately be swept to your Linked Securities Account.

C. **Order Handling.** Public Investing may execute your orders on any exchange or other market as we may reasonably select, including KalshiEx as the applicable DCM. Public Investing uses Apex Clearing as its clearing FCM (and may use other clearing brokers or executing brokers in the future) in connection with the execution, clearing, carrying, delivery, and/or settlement of your transactions. Certain orders, at the discretion of Public Investing or its agent, may be subject to manual review and entry, which may cause delays in the execution of your orders. Public Investing reserves the right in its sole discretion to decline to accept any order for any reason, without prior notice.

D. **Cancellation.** You authorize Public Investing, should Public Investing in its sole discretion deem it necessary or prudent, to cancel any outstanding order, to close out your Event Contracts Account, in whole or in part, or to close out any commitment made on your behalf. You acknowledge that such actions may be taken without prior notice, in Public Investing's sole discretion.

E. **No Margin.** Transactions in your Event Contracts Account can only be funded with settled cash in your Linked Securities Account. Event Contracts may not be purchased on margin, even if your Linked Securities Account is approved for margin trading.

F. **Errors**. Public Investing is not liable for improper execution, clearance, or confirmation of your orders by persons who are not our employees or agents. The price at which an order is executed shall be binding notwithstanding the fact that an erroneous report is made. An order that is executed but mistakenly reported as unexecuted is binding on you.

G. **Liability.** Public Investing is not liable for any losses arising out of: (i) your use of or reliance on information provided directly or indirectly through the Public Platform or Services generally, whether in the nature of quotations or otherwise, (ii) transactions in Event Contracts not cleared through us, or (iii) your access to or use of third-party websites or other third-party resources linked to, incorporated into or referenced in the Public Platform.

H. **Delays.** You acknowledge and agree that Public Investing has no liability to you for delays in the transmission, clearance, or confirmation of your orders due to mechanical, electronic, or computer failure, market congestion, illiquidity, or other causes beyond our reasonable control. Delays in the execution of orders on your behalf may cause orders on your behalf to be executed at prices that are significantly different from price conditions that existed when the order was entered on your behalf.

V. LINKED SECURITIES ACCOUNT

A. Before you may open an Event Contracts Account with Public Investing, you understand and agree that you must have and maintain a brokerage account with Public Investing for trading securities (the "**Linked Securities Account**"). You further understand, acknowledge, and agree that:

1. Your Linked Securities Account will at all times remain governed by and subject to the terms of the Open to the Public Investing, Inc. Brokerage Agreement you entered into with Public Investing in respect of your Linked Securities Account upon opening of such account and any disclosures and other documents supplemental thereto (collectively, the "**Linked Securities Account Agreement**"). In the event of a conflict between the terms of this Agreement and the Linked Securities Account Agreement, this Agreement will prevail.
2. When you purchase an Event Contract, Public Investing will, without your further authorization, transfer the applicable purchase price and fees from your Linked Securities Account through Apex Clearing (Public Investing's clearing FCM) and ultimately to KalshiKlear (the applicable DCO), where such funds will be held as customer funds for the duration of your open position. You understand and acknowledge that while an open position is held, your funds associated with that position are held at KalshiKlear, not at Public Investing or in your Event Contracts Account.
3. Upon resolution or liquidation of an Event Contract, any proceeds owed to you will be released by KalshiKlear through Apex Clearing and credited to your Linked Securities Account, net of any applicable fees or costs. Public Investing may, without further authorization from you, initiate any such transfer on your behalf.
4. Your Event Contracts Account can only be funded from your Linked Securities Account, and you must initiate all outgoing transfers or payments, such as outgoing wire transfers, ACH instructions, or other requests to transfer or remove funds, from your Linked Securities Account.
5. You may elect at any time not to have available cash automatically transferred from your Event Contracts Account to your Linked Securities Account by contacting Public's Customer Support Team at support@public.com.
6. Any funds transferred to, deposited with, or otherwise held in your Linked Securities Account are governed by your Open to the Public Investing, Inc. Brokerage Agreement with Public Investing, and will be handled and processed in accordance with the laws and regulations governing securities broker-dealers.
7. You acknowledge and agree that, to the extent permitted by applicable CFTC regulations and to the extent Public Investing has discretion over the investment of customer funds, Public Investing may receive and retain as its own any interest, increment, profit, gain or benefit accruing from permitted investments of

such funds (made in accordance with and subject to CFTC Regulations). You further acknowledge that when your funds are held at the level of the clearing FCM (Apex Clearing) or the DCO (KalshiKlear), any interest or investment policies of those entities with respect to customer funds will be governed by their respective agreements and rules, and not by this Agreement.

VI. POSITION LIMITS; LIQUIDATION

A. **Position Limits.** You acknowledge and agree that Public Investing maintains the right, at all times and in its sole discretion, without prior notice to you, to (i) limit the number or size of positions which you may maintain or acquire through your Event Contracts Account, (ii) limit the size and number of open Event Contracts (net or gross) held in your Event Contracts Account, and (iii) refuse the acceptance of orders or other instructions for new positions, and/or require the reduction of open positions in your Event Contracts Account.

B. **Authorization to Liquidate Positions.** If Public Investing, in its sole discretion, determines that because of your financial condition, market conditions, or any other potential insecurity, you may not be willing or able to fulfill your obligations hereunder, Public Investing may, in its sole discretion and without prior notice to you, liquidate, offset, and/or mitigate the risk of any of your open positions in Event Contracts to reduce such insecurity. For the avoidance of doubt, Public Investing is not obligated to take any action or make any efforts to avoid or mitigate any losses in your Event Contracts Account. To the extent permitted by Applicable Law, you authorize Public Investing, without prior notice and in its sole discretion, to arrange for the liquidation of any assets in your Event Contracts Account to (i) cure any insecurity in your Event Contracts Account, Linked Securities Account, or any other account you may maintain with Public Investing or any Public Affiliates, or (ii) satisfy any debit balance or financial obligation associated with your Event Contracts Account, Linked Securities Account, or any other account you may maintain with Public Investing or any Public Affiliates. You will at all times remain liable to Public Investing for any loss or debit balance in your Event Contracts Account and your Linked Securities Account. You acknowledge and agree that, in connection with any actions taken in accordance with this Section, Public Investing, in its sole discretion, may choose which Event Contracts or other property to buy or sell, which transactions to close, and the sequence and timing of liquidation, and that Public Investing may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) chosen by Public Investing in its sole discretion. You agree not to hold Public Investing liable for its choice of which Event Contracts or other property to buy or sell, or of which transactions to close, or for timing or manner of liquidation, and you agree to indemnify and hold Public Investing, Public Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers harmless from any and all losses resulting from any actions they may take in accordance with this Section.

VII. FEES AND COSTS

A. Fee Schedule. In connection with your Event Contracts Account and each transaction in your Event Contracts Account, you acknowledge and agree that your Linked Securities Account or your Event Contracts Account (at our election) may be charged by us, and you agree to pay: (i) any commissions, fees, costs, and expenses set forth on the Public Investing Fee Schedule, which will include, without limitation, (a) all brokerage commissions, fees, and other costs relating to the execution and clearing of Event Contracts in your Event Contracts Account, (b) all fees, fines, penalties, and other charges incurred or imposed by any third party, including without limitation any applicable executing or clearing FCM, DCO, regulatory authority, or applicable self-regulatory organization with respect to transactions in your Event Contracts Account, (c) any applicable taxes incurred in connection with any Event Contracts and Event Contracts transactions in your Event Contracts Account, (d) any service-related fees charged to your Event Contracts Account, including, but not limited to, wire transfer fees, statement fees, transaction fees, and certain other fees for all other products and services furnished to you; and (ii) any other amount owed by you to Public Investing in respect of your Event Contracts Account. If your Event Contracts Account is transferred to another FCM, transfer commissions and/or service fees may be charged.

B. Fee Schedule Updates. The amount of the applicable charges and fees described above may be changed from time to time without prior notice to you and, in each case, you agree to be bound thereby. You understand and agree that notice may be given by modifying the fees and rates published on the Public Investing Fee Schedule, and that such modification shall constitute written notice to you on the date such modifications are first published on the Public Investing Fee Schedule.

VIII. PREVENTION OF MONEY LAUNDERING AND TERRORIST FINANCING

A. Important Information Required to Open an Event Contracts Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires Public Investing to obtain, verify, and record information that identifies each person who opens an Event Contracts Account. You agree that we may perform these procedures, including re-verifying information we already have on file, in connection with opening your Event Contracts Account, even if you are an existing Public Investing customer. When you open or apply to open an Event Contracts Account, we may ask for, or re-verify, your name, U.S. residential address, date of birth, social security number, telephone number, citizenship, and other identifying information that will allow us to identify you. We may also ask for copies of your driver's license, passport, other unexpired government-issued identifying documents with a photograph, or other identifying documents. From time to time, we may ask you to confirm or reverify your identity, or may require that you provide certain additional documents, as necessary.

You understand that we may take steps to verify the accuracy of the information you provide to us relating to your Event Contracts Account in your application or otherwise. You authorize us or our agents or third-party vendors to contact any person or firm noted therein or in any other information you may provide to us from time to time, or any other normal sources of debit or credit information and other similar databases, and authorize any such person or entity to furnish such information about you as may be requested or required by us. You acknowledge that we may restrict your access to your Event Contracts Account pending such verification.

You will provide prompt notification to us of any changes in the information including your name, address, e-mail address, and telephone number.

B. **U.S. Department of the Treasury's Office of Foreign Assets Control Certification.** You acknowledge that you are aware of Public Investing's OFAC sanctions compliance obligations. You also acknowledge that this Agreement, your Event Contracts Account, and any sub-accounts are subject to U.S. sanctions laws, rules, and regulations where you will not permit your Event Contracts Account or sub-accounts to be used in a manner that would cause a violation of the above-referenced laws, rules, and regulations. You also specifically represent and warrant that you have not been designated by OFAC as a Specially Designated National ("SDN"), that you have no reason to believe that you would be considered a blocked person by OFAC, and that you are not acting as an agent of any such person. To the extent that OFAC, via laws, rules, regulations, or Executive Order, has promulgated restrictive measures against a government or regime ("Sanctioned Regime"), you further represent and warrant that you are not employed by or acting as an agent of (i) an entity owned or controlled by a Sanctioned Regime; (ii) a government-controlled entity of a Sanctioned Regime; or (iii) a government corporation of a Sanctioned Regime. Further, you acknowledge and consent to Public Investing restricting your Event Contracts Account and/or any sub-accounts and canceling any pending orders to the extent Public Investing believes you are accessing these from (i) a jurisdiction that is subject to comprehensive sanctions by OFAC or (ii) any jurisdiction Public Investing has made a risk-based decision to restrict access to use of the Public Platform. You must notify Public Investing immediately in the event this happens, and you may be asked to provide supplemental information as part of this process. Additionally, you agree that you will notify Public Investing and close your Event Contracts Account and/or any sub-accounts before establishing residency in any jurisdiction subject to U.S. sanctions. Public Investing is not liable for any losses, including any trading losses, that you may suffer as a result of the foregoing.

C. **Politically Exposed Person ("PEP") Certification.** You represent and warrant that you are not a PEP. To the extent you are or become a PEP in the future while you hold your Event Contracts Account or any sub-accounts at Public Investing, you represent and warrant that you will immediately notify Public Investing and subject yourself to any due diligence measures deemed appropriate by Public Investing. A PEP is an individual who is/was or is an immediate family member (spouse, parent, sibling, children, in-law, or dependent) or close associate (someone who is closely connected to the individual either socially or professionally) of (i) a senior official in the executive, legislative, administrative, military, or judicial branches of a non-U.S. government (whether elected or not); (ii) a senior official of a major non-U.S. political party; (iii) a senior executive of a non-U.S. government owned entity; or (iv) a foreign individual who was or has been entrusted with a prominent public function. A senior official or executive includes an individual with substantial authority over policy, operations, or the use of government-owned resources.

IX. SAFEGUARDING YOUR ACCOUNT AND LOGIN CREDENTIALS

A. **Safeguarding your Login Credentials.** You are solely responsible for managing and maintaining the security of your Event Contracts Account and the login credentials (including, but not limited to, the user name, password and/or any two factor authentication codes) that you use to access your Event Contracts Account. You agree to take all reasonable precautions to safeguard your login credentials (including, for example, by periodically updating your login credentials and by keeping your login credentials and other forms of authentication confidential and separate from each other). To the extent permitted by applicable law, Public Investing is not responsible (and you will not hold us responsible) for any unauthorized access to your Event Contracts Account ("**Unauthorized Access**"). As soon as you become aware of or suspect any Unauthorized Access, you should update the password associated with your Event Contracts Account and email us at support@public.com.

B. **Monitoring Activity in your Account.** You are solely responsible for monitoring your Event Contracts Account for unauthorized or suspicious transactions ("**Unauthorized Activity**"). You agree, to the extent permitted by applicable law, that we are not responsible (and you will not hold us responsible) for any Unauthorized Activity. You are solely responsible for any order placed through your Event Contracts Account as a result of Unauthorized Activity. You must protect your Event Contracts Account from Unauthorized Activity by: (i) reviewing, on an ongoing basis, your transaction history; (ii) reviewing, immediately upon receipt, any transaction receipts, confirmations and notices that we may provide through the Public Platform or sent to your email address associated with your Event Contracts Account; and (iii) when you submit a transaction for your Event Contracts Account, verifying that you received a confirmation with respect to that transaction. As soon as you become aware of or suspect any Unauthorized Activity, you should update the password associated with your Event Contracts Account and email us at support@public.com.

C. **Fraudulent Activity.** "Fraudulent Activity" means any confirmed or suspected instance of: (i) any transfer of funds or Event Contracts into your Event Contracts Account (including ACH deposits) that is subsequently revoked, reversed, or returned for any reason; (ii) any transfer of funds or Event Contracts into your Event Contracts Account that results from or is traceable to fraud, phishing, social engineering, identity theft, or other unauthorized or deceptive activity; (iii) any transaction that could not otherwise have been completed but for an unauthorized transfer; (iv) any loss, theft, or unauthorized use of your login credentials or access to your Event Contracts Account; (v) any order, execution, or cancellation that you did not place or authorize; (vi) any inaccuracy in your Event Contracts Account balances, deposits, withdrawals, positions, or transaction history that may indicate unauthorized access or activity; or (vii) any other activity or circumstance that Public Investing reasonably believes is suspicious or indicative of fraud, unauthorized access, or unauthorized activity in connection with your Event Contracts Account.

D. **Protective Rights.** Upon identifying, or reasonably suspecting, any Fraudulent Activity, Public Investing may, at any time, in its sole discretion, and without prior notice to you, take any or all of the following actions: (i) liquidate any Event Contract positions in your Event Contracts Account that were purchased using funds connected to such Fraudulent Activity; (ii) prohibit or restrict your access to your Event Contracts Account or any services related thereto; (iii) refuse to accept, execute, or cancel any of your Event Contracts orders or transactions; (iv) restrict your ability to purchase or sell Event Contracts in your Event Contracts Account; (v) restrict your ability to deposit or withdraw funds; or (vi) take such other action as Public Investing deems appropriate under the circumstances. Public Investing shall not be liable to you for any loss you may incur as a result of any action taken pursuant to this Section.

E. **Notice and Reporting Obligations.** You must notify Public Investing no later than twenty-four (24) hours after discovering or reasonably suspecting any Fraudulent Activity by emailing support@public.com. You understand that your failure to provide such timely notice may be deemed a waiver of your right to contest any resulting transactions. Upon request by Public Investing, you will promptly report any Fraudulent Activity to applicable legal authorities and provide Public Investing with a copy of any report prepared by such authorities.

F. Cooperation, Indemnification. You agree to cooperate fully with Public Investing and any legal authorities in connection with any investigation of Fraudulent Activity, including by completing any required affidavits and by providing Public Investing with reasonable access to your mobile device, computer, and network. Failure to cooperate as required by this Section may result in delays in regaining access to your Event Contracts Account or other adverse consequences. You agree to indemnify and hold harmless Public Investing and Public Affiliates from and against any losses arising out of or relating to any Fraudulent Activity in connection with your Event Contracts Account.

X. MARKET DATA. You expressly agree that any data or online report is provided without warranties of any kind, express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. You acknowledge that the information contained in any reports provided by Public Investing or any Public Affiliates is obtained from sources believed to be reliable but is not guaranteed as to its accuracy or completeness. Such information could include technical or other inaccuracies, errors, or omissions or may be unavailable, delayed or otherwise interrupted. YOU AGREE THAT YOUR USE OF ANY MARKET OR OTHER DATA IS SOLELY AT YOUR RISK. In no event shall Public Investing, Public Affiliates, nor any of its or their respective directors, officers, employees, agents, partners, members, and managers be liable to you or any third party for the accuracy, timeliness, or completeness of any information made available to you or for any decision made or taken by you in reliance upon such information. In no event shall Public Investing, Public Affiliates, nor any of its or their respective directors, officers, employees, agents, partners, members, and managers be liable for any losses whatsoever, including, without limitation, those resulting from loss of use, data, or profits, whether or not advised of the possibility of damages, and on any theory of liability, arising out of or in connection with the use of any reports provided by Public Investing or any Public Affiliates or with the delay or inability to use such reports.

XI. LIMITATION OF LIABILITY; INDEMNIFICATION

A. Disclaimer of Warranties. You acknowledge and understand that the Services are provided “as is” and “as available” and that none of Public Investing, Public Affiliates, or any of its or their respective directors, officers, employees, agents, partners, members, and managers (collectively, “**Covered Parties**”) makes any representation with respect to the Services and expressly disclaim all warranties.

B. Indirect and Consequential Damages. Subject to Applicable Law, in no event will any Covered Parties be liable to you or to any third party for any direct, indirect, incidental, special, punitive, or consequential losses or damages of any kind with respect to the Services, including damages for loss of profit or loss of trading opportunity.

C. **Limitation of Liability.** No Covered Parties shall be liable for any loss or damage whatsoever that you may sustain directly or indirectly from: (i) your use of the Services; (ii) any failure or delay or default by Public Investing, or any third party, including any custodian bank, exchange or clearinghouse, in providing accurate information or performing its functions; (iii) any event or circumstance beyond our reasonable control including without limitation any (A) failure or defective performance of any communication, settlement, computer, accounting system, or equipment; (B) performance, non-performance, delays in the transmission or execution of any order due to suspension or termination of trading, the breakdown or failure of the system or of any other transmission system, electronic trading system, or communication facilities, or (C) governmental, judicial, administrative, exchange, or regulatory or self-regulatory organization order, restriction, or ruling; (iv) strikes or similar labor action; or (v) any reliance You have placed on any market or other information supplied by Public Investing, it being understood that any such information may be unverified and that we make no representation or warranty as to the accuracy or reasonableness of such information.

D. **No Guarantee Against Loss.** You acknowledge and agree that Public Investing has made no representation or guarantee to you that you will not incur losses in your Event Contracts Account(s) or that we will limit your losses. You further acknowledge and agree that Public Investing has made no representation to you that we will not call or attempt to collect required margin. You acknowledge and agree that you are fully liable for all losses you may incur from trading in your Event Contracts Account and/or the open Event Contract positions held in your Event Contracts Account.

E. **Indemnification.** You agree to indemnify and hold harmless the Covered Parties (individually and collectively) from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses, and reasonable attorneys' fees (collectively "**Losses**") resulting or arising from your use of Services or transactions in your Event Contracts Account, except to the extent that such Losses are the direct result of our or their gross negligence or willful misconduct. In the event that Public Investing is a party, directly or indirectly, to any claim, dispute, or loss in connection with: (i) any transaction effected in the Event Contracts Account; (ii) your obligation or liability arising from the Event Contracts Account; (iii) this Agreement; (iv) your use of an electronic trading system of any exchange or other market; or (v) your violation of any third party's rights, including, but not limited to, copyright, patent, trademark, proprietary, and privacy rights, you agree to indemnify and reimburse Public Investing for all Losses, damages, fines, penalties, and expenses incurred, including reasonable attorneys' fees and expenses.

F. **Settlement of any Disputes.** Public Investing shall have the exclusive right to defend, settle, or compromise any claim or demand instituted by any third party against Public Investing or against Public Investing and you. You hereby waive any and all rights you may have independently to defend, settle, or compromise any such claims or demands and agree to cooperate to the best of your ability with Public Investing with respect thereto, provided, however, that Public Investing may, in our sole discretion, authorize and require you to defend, settle, or compromise any such claim as we deem appropriate at your cost, expense, and liability.

G. **Attorneys' Fees and Costs.** You agree to reimburse Public Investing on demand for any cost of collection we incur in collecting any sums owed by you under this Agreement and in defending any claims asserted by you in which we prevail, including all attorneys' fees, interest, and expenses.

XII. NOTICES AND CUSTOMER COMMUNICATIONS

A. **Electronic Signatures.** You acknowledge and agree that (i) by electronically signing the Agreement you will be entering into a legally binding agreement, (ii) your electronic signature is the equivalent of signing a paper contract, and (iii) the use of an electronic version of this Agreement fully satisfies any requirement that such documents be provided in writing. You represent that you can retain and access a record of any documents that you sign electronically. You are responsible for understanding these documents and agree to conduct business with Public Investing by electronic means. You are obligated periodically to review the Public Platform for changes or modifications. Your continued use of the Services and/or trading in your Event Contracts Account is deemed your consent to any such changes.

B. **Trade Statements and Other Account-Related Communications.** You authorize Public Investing to deliver any communications, including certain tax-related documents, to you by: (i) regular or express mail at the mailing address you provide; (ii) email at the email address you provide; (iii) posting the communication on the Public Platform where you can read and print the communication; (iv) sending you an email with a hyperlink to the Public Platform where the information is posted and you can read and print the information; (v) sending you a notice directing you to the Public Platform where the communication is posted and you can read and print the communication; or (vi) telephone at the telephone number that you provide. You acknowledge and agree that delivery by any such means will constitute effective delivery to you for purposes of any Applicable Laws, regardless of whether you have accessed or reviewed the communications. You further acknowledge and agree that you have an affirmative duty promptly to review each trade confirmation, purchase and sale statement, and account statement for accuracy and completeness, and that such documents shall be deemed accurate unless you immediately transmit your written objection to us, and in any event by no later than one hour after such documents are made electronically available. You may submit your written objections to support@public.com. Notwithstanding the foregoing, we may correct legitimate errors in any statement at any time. Public Investing may elect to deliver communications by other means, which shall not affect your consent to receive communications by electronic delivery. You must immediately notify us of any change in your contact information, including your email address, mailing address, and telephone number, and agree that Public Investing is not responsible for any non-delivery of communications caused by your failure to do so. You may revoke your consent to electronic delivery at any time. To do so, please contact us at support@public.com. You understand that if you revoke or restrict your consent to electronic delivery of Event Contracts Account documents, Public Investing has the right to restrict and/or close your Event Contracts Account, and terminate your access to Public Investing's Services.

C. **Delivery of Tax Documents.** We will provide you with certain tax documents (which may include corrected tax documents and accompanying notices) that contain important information you will need to complete your tax returns, much of which we will also report to the IRS. We will send an email notification when your tax documents are ready that will contain instructions on how you may access those documents.

D. **Equipment.** If you agree to electronic delivery of communications, you acknowledge that you must have a computer with internet access, an email address, and the ability to download and save or print communications to retain for your records. It is your responsibility to obtain and maintain all equipment and services required for you to access your Event Contracts Account online and to safeguard your confidential Login Information (e.g., user identification; password information; etc.) necessary for online access of your Account.

E. **Inaccuracies or Discrepancies.** SHOULD INACCURACIES OR DISCREPANCIES APPEAR ON ANY STATEMENT OF ACCOUNTS OR OTHER NOTICE OR DOCUMENT DELIVERED TO YOU BY OR ON BEHALF OF PUBLIC INVESTING YOU AGREE THAT IT IS YOUR DUTY TO INFORM PUBLIC INVESTING OF THE PROBLEM IMMEDIATELY UPON RECEIPT OF THE REPORT OR UPON YOUR EARLIER DISCOVERY OF ANY SUCH INACCURACY OR DISCREPANCY. IN THE EVENT THAT YOU DO NOT RESPOND IMMEDIATELY, EXECUTED ORDERS AND STATEMENT REPORTS SHALL BE CONSIDERED RATIFIED BY YOU AND PUBLIC INVESTING WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER IN RESPECT OF THE TRANSACTION(S) IN QUESTION. ANY SUCH OBJECTION MAY BE ORAL OR IN WRITING; HOWEVER, ANY ORAL OBJECTION MUST BE CONFIRMED IN WRITING

THROUGH THE PUBLIC PLATFORM. WITH RESPECT TO INACCURACIES OR DISCREPANCIES ON CONFIRMATIONS, YOU AGREE TO OBJECT WITHIN 24 HOURS FROM DELIVERY OF THE TRADE CONFIRMATION STATEMENT.

XIII. ELECTRONIC TRADING SERVICES

A. **Electronic Trading Services.** We provide certain internet-based, electronic trading platforms and systems to facilitate your transmittal of orders and trading of Event Contracts (the "Electronic Trading Services"). You acknowledge that your use of any such Electronic Trading Services is governed by additional agreements, disclosures, and terms and conditions, including the Electronic Trading and Order Routing Systems Disclosure Statement, and you are bound by the provisions set forth in those documents.

B. **Access Interruptions.** You understand that neither Public Investing nor any Public Affiliate guarantees that access to the Public Platform or to any third party platforms or services upon which Public Investing or Public Affiliates may rely in connection with the operation of the Public Platform or the provision of Services to you, including without limitation platforms provided by any DCO or relevant self-regulatory organizations which may be necessary for the execution of Event Contracts orders or other transactions, will be available at all times.

Public Investing and Public Affiliates reserve the right to suspend access to the Public Platform and the Services without prior notice, in its sole discretion and for any reason, including without limitation for scheduled or unscheduled system repairs or upgrades. Further, access to the Public Platform, and hence, your Event Contracts Account, may be limited or unavailable due to access interruptions resulting from a wide range of factors, including without limitation: market volatility, peak demand, systems upgrades, maintenance, any kind of interruption of the services provided by Public Investing or Public Affiliates, interruptions of services provided by third parties upon which Public Investing or Public Affiliates may rely, hardware or software malfunction or failure, internet service failure or unavailability, the actions of any governmental, judicial, or regulatory body, or self-regulatory organization, exchange, and force majeure.

You agree that Public Investing, Public Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers will not be liable to you for any losses incurred by you (including, but not limited to, lost profits, trading losses, and similar damages) resulting from such access limitations or unavailability of the Services as provided in this Agreement.

XIV. **RECORDINGS.** You understand that we may record and monitor your interactions with the Public Platform and/or conversations with you over email, telephone, or any other means. You consent to our recording of such interactions or conversations without the use of an automatic tone warning device. You further consent to the use of such recordings as evidence by us in any action or proceeding arising out of this Agreement, and (subject to Applicable Law) to our erasure, at our discretion, of any recordings as part of our regular procedure for handling of recordings.

XV. TERMINATION

You acknowledge and agree that Public Investing may, at any time and for any reason, in its sole discretion and without prior notice, terminate your Event Contracts Account or restrict or prohibit trading of Event Contracts in your Event Contracts Account. The closing by Public Investing of your Event Contracts Account will not affect the rights or obligations of either party that are incurred prior to the date your Event Contracts Account is closed. Without limitation of the breadth of the foregoing rights, Public Investing may in its sole discretion restrict trading in your Event Contracts Account to closing transactions only for, but not limited to, the following reasons: if there is a reasonable suspicion of fraud, diminished capacity, or inappropriate activity, or if we reasonably conclude that ownership of some or all of the assets in your Event Contracts Account are in dispute. None of Public Investing, Public Affiliates, nor any of its or their respective directors, officers, employees, agents, partners, members, and managers shall be liable for any loss that you may incur due to any refusal to permit any deposit, withdrawal, or transaction. If Public Investing decides to close or restrict your Event Contracts Account, we may liquidate your Event Contracts Account and transfer the cash balance to you or to your Linked Securities Account. In computing the cash balance of your Event Contracts Account at the time it is closed, we have the right to deduct any unpaid fees or charges (including account service fees) related to your Event Contracts Account.

At all times, including after termination of your Event Contracts Account, you will be liable to Public Investing and Public Affiliates for payment upon demand of any indebtedness, obligation, or liability arising under this Agreement, including for any deficiency remaining in your Event Contracts Account in the event of the termination or liquidation thereof. The terms and conditions of this Agreement will survive termination of your Event Contracts Account and will continue to apply to any disputed or other remaining matters involving your Event Contracts Account and any transactions in your Event Contracts Account.

You further understand and agree that Public Investing or any Public Affiliates may place trading, disbursement, or other restrictions on your Event Contracts Account for various reasons including court order, tax levy, garnishment, or request of a government agency or law enforcement authority. You understand and agree that Public Investing may be required to liquidate or close out positions in your Event Contracts Account to satisfy any such court order, garnishment, tax levy, or other legal obligation. Public Investing, Public Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers will not be held liable for any losses that arise out of or relate to any such transaction, and you agree to indemnify and hold Public Investing, Public Affiliates, and each of its and their respective directors, officers, employees, agents, partners, members, and managers harmless from and against any losses they may incur in taking such actions.

XVI. **Binding Effect.** This Agreement, any appendices or supplements executed in connection with this Agreement, the Event Contracts Arbitration Agreement, and the accompanying disclosures and other notices constitute the entire agreement between Customer and Public Investing with respect to the subject matter hereof and supersede any prior or contemporaneous agreements between the parties with respect to such subject matter. No person has the authority to represent that we will not enforce this Agreement in accordance with its terms or to make any representation that is inconsistent with the terms of the Event Contracts Risk Disclosure and Uniform Futures and Options on Futures Risk Disclosures concurrently delivered to you.

XVII. **Assignment.** You may not assign this Agreement or any rights or obligations under this Agreement without our prior written consent. Public Investing may assign or transfer your Event Contracts Account and this Agreement at any time without your prior consent to another firm that is registered with the CFTC as a futures commission merchant and a member of the NFA.

XVIII. **Severability.** If any provision of this Agreement is deemed invalid, illegal, or unenforceable, that shall not affect or impair the validity, legality, or enforceability of the remainder of this Agreement, and the remaining provisions of this Agreement remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions of the Agreement, to the extent permitted by Applicable Law.

XIX. **Force Majeure.** We are not responsible and you agree not to hold us liable for losses caused directly or indirectly by conditions beyond our control, including, but not limited to, war, natural disasters, pandemics, government restrictions, exchange or market rulings, strikes, interruptions of communications or data processing services, news or analysts' reports, market volatility, or disruptions in orderly trading on any exchange or market.

XX. **Governing Law.** This Agreement (including the Event Contracts Arbitration Agreement), and enforcement of this Agreement, is governed by the laws of the State of New York without regard to the conflicts of law provision thereof. You may not bring any lawsuit, arbitration proceeding, or other claim, regardless of form, under this Agreement arising out of transactions or activities in your Event Contracts Account more than one year after the cause of action arose, provided, however, that you may bring an action under the provisions of Section 14 of the CEA at any time within two years after the cause of action accrues.

XXI. Headings; Interpretation. The headings in this Agreement are intended for convenience of reference and shall not affect the interpretation of this Agreement. This Agreement shall be construed without regard to any presumption or rule requiring the Agreement to be construed or interpreted against a party as the drafter. Use of the words "include", "included", "includes" or "including" in this Agreement shall be deemed in each case to be followed by the phrase "without limitation" or "but not limited to."

XXII. Legal Process. You acknowledge and agree that Public Investing, as well as Public Affiliates, service providers, their respective officers, directors, agents, employees, and representatives (collectively, the "Public Representatives"), may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process, which any of such Public Representatives reasonably and in good faith believe to be valid.

XXIII. ACKNOWLEDGMENT OF DISCLOSURES. YOU UNDERSTAND THIS AGREEMENT AND CONSENT AND AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE. YOU ACKNOWLEDGE THAT TRADING EVENT CONTRACTS IS SPECULATIVE, INVOLVES A HIGH DEGREE OF RISK AND IS APPROPRIATE ONLY FOR PERSONS WHO CAN ASSUME RISK OF LOSS OF THEIR DEPOSIT. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, AND UNDERSTAND, AND HAVE RETAINED COPIES OF THE UNIFORM FUTURES AND OPTIONS ON FUTURES RISK DISCLOSURES, WHICH CONTAINS THE RISK DISCLOSURE STATEMENT REQUIRED BY CFTC REGULATION 1.55. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE RECEIVED, READ, AND UNDERSTAND ANY APPLICABLE EXCHANGE RISK DISCLOSURE STATEMENT AND RULEBOOK AND ANY AND ALL DISCLOSURES RELATED TO THIS ACCOUNT THAT ARE OR MAY BECOME APPLICABLE.

XXIV. Consent Renewal. You agree that, to the extent any consent was given herein, such consent shall be deemed to renew annually if required by Applicable Law.

XXV. Execution in Counterparts. You and Public Investing agree that this Agreement may be executed in counterparts.