HIGH-YIELD CASH ACCOUNT TERMS AND CONDITIONS

I. SUMMARY

Apex Clearing Corporation ("Apex Clearing"), through its introducing broker Open to the Public Investing, Inc. ("Public Investing"), offers you the option of opening a secondary brokerage account (the "High-Yield Cash Account") for the purpose of earning interest on funds held in that account while you decide how those funds should be invested longer term.

These High-Yield Cash Account Terms and Conditions (the "HYCA Terms") contain important information and disclosures concerning the High-Yield Cash Account program (the "Program"). You must agree to these HYCA Terms to participate in the Program. These HYCA Terms supplement the Customer Account Agreement between you and Apex Clearing (the "Customer Account Agreement") and the Public Investing Brokerage Agreement (the "Brokerage Agreement") between you and Public Investing. In the event of a conflict between these HYCA Terms and either the Customer Account Agreement or the Brokerage Agreement, these Terms and Conditions will govern with respect to the Program.

When you enroll in the Program and deposit cash in your High-Yield Cash Account, those funds will be automatically deposited (or "swept") by Apex Clearing into interest-bearing deposit accounts ("Deposit Accounts") at one or more participating banks (each, a "Partner Bank"). The current list of Partner Banks can be accessed at https://public.com/disclosures/high-yield-account/partners-list. For more information about Apex Clearing's methodology for depositing funds into and withdrawing funds from your High-Yield Cash Account to the Partner Banks, see the "Deposits" and "Withdrawals" sections below.

Cash held at each Partner Bank is eligible for deposit insurance by the Federal Deposit Insurance Corporation ("FDIC") of up to $250,000 per Partner Bank, inclusive of any other deposits you may hold at each bank in the same ownership capacity. All deposits you hold at a Partner Bank in the same capacity – deposits made in connection with this High-Yield Cash Account Program, together with any checking and savings accounts, money market accounts and certificates of deposit maintained by you with that Partner Bank – will be aggregated for the purpose of determining available FDIC insurance.

Funds held in your High-Yield Cash Account but not yet swept by Apex Clearing to a Partner Bank are protected by the Securities Investor Protection Corporation ("SIPC"). Once funds are swept to a Partner Bank, they are no longer held in your High-Yield Cash Account and are not protected by SIPC, but rather are eligible for FDIC insurance through the Partner Banks. For more details, please carefully review the section of these HYCA Terms titled "Information about FDIC and SIPC."

You will not have a direct relationship with the Partner Banks. Apex Clearing, as your agent, will establish the Deposit Accounts at the Partner Banks on your behalf and make deposits to and withdrawals from the Deposit Accounts. You will not be able to deposit or withdraw funds directly from a Deposit Account. All questions and feedback regarding the Program and the Deposit Accounts should be directed to Public Investing (support@public.com) and not the Partner Banks.

Apex Clearing receives an administrative fee from each Partner Bank, which it shares with Public Investing. The fees paid to Apex Clearing and Public Investing will decrease the interest rate paid on the Deposit Accounts to you. Please carefully review the section below titled "Your Relationship with Apex Clearing and the Partner Banks."

Each Deposit Account constitutes a direct obligation of the Partner Bank and is not directly or indirectly an obligation of Apex Clearing or Public Investing. You can obtain publicly available financial information concerning each Partner Bank at fdic.gov or by contacting the FDIC Public Information Center by mail at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, VA 22226, or by phone at 703-562-2200. Apex Clearing and Public Investing are not responsible for the financial condition of the Partner Banks, and do not guarantee in any way the financial condition of the Partner Banks or the accuracy of any publicly available financial information concerning Partner Banks.

When you participate in this Program, you have two brokerage accounts with Public Investing: Your primary Public Investing brokerage account through which you can buy and sell securities and hold cash (your "Primary Brokerage Account") and your secondary High-Yield Cash Account. Any cash held in your Primary Brokerage Account will remain as free credit balances at Apex Clearing and will not be swept to Partner Banks. If you want that cash to be swept to Partner Banks and earn interest, you'll need to transfer such cash from your Primary Brokerage Account to your High-Yield Cash Account. Small balances in your High-Yield Cash Account may not earn interest. Upon notice to you, Public Investing reserves the right, in its sole discretion, to transfer non-interest earning balances from your High-Yield Cash Account back to your Primary Brokerage Account and/or close your High-Yield Cash Account.

If you are enrolled in the High-Yield Cash Account Program, you can unenroll by contacting Public Investing at support@public.com. If you are not enrolled but would like to enroll in the High-Yield Cash Account Program, you can enroll by agreeing to these HYCA Terms and opening a High-Yield Cash Account via the Public website or Public mobile app. Apex Clearing may, in its sole discretion, refuse to allow a customer to participate in the Program or, on at least 30 days' notice, remove a customer from participation in the Program.

You will earn interest on funds swept to Deposit Accounts. Interest rates will vary based on prevailing economic and business conditions. The interest rate can change daily and without notice to you; the current rate will be posted on the Public.com website and mobile application. The amount of administrative fees paid by the Partner Banks to Apex Clearing (a portion of which is shared with Public Investing) will impact the interest rate you earn on the Deposit Accounts.

Your High-Yield Cash Account is a brokerage account and not a bank account or deposit account, and neither Apex Clearing nor Public Investing are banks. Only funds swept from your High-Yield Cash Account to the Deposit Accounts are funds held at a bank subject to applicable FDIC insurance limits.

II. DEPOSITS

a. Partner Bank List and Deposit Accounts

Once you elect to participate in the Program, you authorize Apex Clearing, as your agent, to open Deposit Accounts on your behalf at the Partner Banks and sweep funds from your High-Yield Cash Account to those Deposit Accounts. The Deposit Accounts opened by Apex Clearing may be either Demand Deposit Accounts ("DDAs") or money market deposit accounts ("MMDAs").

A list of current Partner Banks in the Program can be accessed at https://public.com/disclosures/high-yield-account/partners-list. It is important that you review the Partner Bank List carefully to understand which banks are participating in the Program. The Partner Bank List may change from time to time; please review the section called "Changes to the Partner Bank List."

Apex Clearing will sweep cash in your High-Yield Cash Account to one or more Partner Banks. Transfers of settled cash in your High-Yield Cash Account to a Partner Bank are typically completed within two business days, if not sooner. Apex Clearing will use reasonable efforts to keep your deposits at a single Partner Bank made pursuant to the Program under $250,000. If your deposits made pursuant to this Program at a single Partner Bank exceed $250,000, Apex Clearing will use reasonable efforts to sweep the excess cash to another Partner Bank. If your funds have been swept to all the eligible Partner Banks and your deposits at each Partner Bank exceed $250,000, funds beyond that amount will be deposited by Apex Clearing on your behalf at Partner Banks without regard to FDIC coverage limits.

It is your obligation to monitor your funds at each Partner Bank, regardless of whether those funds are deposited through this Program or directly with the applicable Partner Bank, to determine whether your balances are eligible for FDIC coverage or exceed FDIC coverage limitations.

The Partner Bank list does not necessarily identify the order of the Partner Banks in which Deposit Accounts will be opened for you and your funds deposited. To find out the deposit sequence applicable to you, please contact Public Investing at support@public.com.

You may not change the order in which the Partner Banks on the Partner Bank List receive your funds. However, you may, at any time, designate a Partner Bank as ineligible to receive funds from your High-Yield Cash Account by contacting Public Investing at support@public.com. You may want to do this, for example, if you have funds at a Partner Bank outside of this High-Yield Cash Account Program and your aggregate deposits may exceed FDIC coverage limits. You may withdraw any such exclusion of Partner Banks at any time by contacting Public Investing at support@public.com. Please note that a

reduction of the available Partner Banks will reduce the amount of aggregate FDIC insurance available to you.

b. Your Relationship to the Partner Banks and Apex Clearing

Apex Clearing is acting as your agent in establishing Deposit Accounts at each Partner Bank, depositing funds into the Deposit Accounts, withdrawing funds from the Deposit Accounts and transferring funds between Deposit Accounts.

Apex Clearing establishes Deposit Accounts on an omnibus basis at each Partner Bank. Your Deposit Account ownership is evidenced by a book entry on account records maintained by Apex Clearing as your agent. You will not be given any additional evidence of ownership, such as a passbook or certificate. You will receive account statements from Apex Clearing for your High-Yield Cash Account that reflect the balances in your Deposit Accounts at the Partner Banks. You may, at any time, obtain information about your Deposit Accounts by contacting Public Investing at support@public.com.

III. WITHDRAWALS

By enrolling in the Program, you consent to have Apex Clearing, as your agent, withdraw funds from your High-Yield Cash Account (and by extension, from the Partner Banks) as necessary to pay for a debit in your Primary Brokerage Account or High-Yield Cash Account, or to pay for securities purchased in your Primary Brokerage Account.

You cannot directly withdraw cash from that Deposit Account. You may only withdraw cash from your High-Yield Cash Account, which will prompt Apex Clearing, as your agent, to recall cash from the Partner Banks as necessary. Please contact Public Investing at support@public.com with any questions on accessing cash in your High-Yield Cash Account.

Under federal banking regulations, a Partner Bank may exercise its right to require prior notice of up to seven days before permitting your excess cash balance to be swept out.

If you terminate your participation in the Program or close your High-Yield Cash Account, Apex Clearing will recall all your funds held in Deposit Accounts at Partner Banks and deposit those funds into your Primary Brokerage Account with Public Investing.

IV. INTEREST

The interest rate at each Partner Bank will be determined by the amount each Partner Bank is willing to pay on each Deposit Account, minus the fees, if any, to Apex Clearing and Public Investing. The interest rate is subject to change without notice and may change daily.

Interest accrues daily and is credited monthly into the Deposit Account at each Partner Bank. Interest will accrue starting on the day that cash is received and accepted by the Deposit Account. The cash held in your High-Yield Cash Account and credited interest will appear on your monthly High-Yield Cash Account statement from Apex Clearing.

The interest rate paid with respect to swept cash in your High-Yield Cash Account may be higher or lower than the interest rates available to you if you made a comparable deposit directly to the Partner Bank or another depository institution, or higher or lower than the rate of return you could receive on comparable non-FDIC insured investments. You should compare the terms, interest rates, required minimum amounts, and other features of the High-Yield Cash Account Program with alternative accounts and investments. Apex Clearing and Public Investing are not responsible for negotiating interest rates on your behalf.

Small balances in your High-Yield Cash Account may not earn interest. Upon notice to you, Public Investing reserves the right, in its sole discretion, to transfer non-interest earning balances from your High-Yield Cash Account to your Primary Brokerage Account with Public Investing and/or close your High-Yield Cash Account.

Please contact Public Investing for specific details on current interest rates and payments.

V. FDIC INSURANCE & SIPC COVERAGE

Cash in your High-Yield Cash Account that is swept by Apex Clearing to a Partner Bank, together with any non-Program deposits you may have at the same Partner Bank in the same insurable capacity, are insured by the Federal Deposit Insurance Corporation ("FDIC") up to a standard maximum amount in accordance with the FDIC's rules. The applicable FDIC insurance limit depends on a number of factors. Please consult www.fdic.gov for further details. If you have both Program and non-Program funds at the same Partner Bank held in the same right and legal capacity, you must aggregate all such deposits for purposes of determining your FDIC insurance coverage. If that aggregate exceeds applicable FDIC insurance limit, the FDIC may not insure the funds in excess of the applicable limits.

Apex Clearing recommends you contact your financial and legal advisors for further details on FDIC limits and advice on participation in the Program. Apex Clearing shall have no obligation to consider any non-Program deposits when sweeping your excess cash balances. You are solely responsible for monitoring the total amount of your deposits with each Partner Bank (including non-Program funds and accounts) to determine the extent of FDIC insurance coverage available to you on those deposits, including Program deposits.

Please note that there is no specific time period during which the FDIC must make insurance payments available, and the FDIC may require you provide certain documentation before insurance payments are made.

Securities or funds held in your Primary Brokerage Account, or funds held in your High-Yield Cash Account (and not yet swept to a Partner Bank) are not insured by the FDIC, have no bank or government guarantees, and may have associated risks. Securities and funds not swept to a Partner Bank are held in either your Primary Brokerage Account or High-Yield Cash Account are covered by the Securities Investor Protection Corporation ("SIPC"), of which Apex Clearing and Public Investing are members. Funds allocated to your High-Yield Cash Account are eligible for FDIC coverage once those funds have been swept by Apex Clearing to a Deposit Account at a Partner Bank. Such funds are covered by SIPC while held in your Primary Brokerage Account or High-Yield Cash Account, and when in transit to or from a Partner Bank.

The limit of SIPC protection is $500,000, which includes a $250,000 limit for cash. SIPC coverage does not cover fluctuations or losses in the market value of your investments. For additional information regarding SIPC coverage, including a brochure, please contact SIPC at (202) 371-8300 or visit www.sipc.org.

Apex Clearing has an additional insurance policy through a group of London Underwriters to supplement SIPC protection for Apex Clearing customers. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted and provides protection for securities and cash up to certain limits. Similar to SIPC protection, this additional insurance does not protect against a loss in the market value of securities.

VI. CHANGES TO PARTNER BANKS

The current list of Partner Banks can be accessed at https://public.com/disclosures/high-yield-account/partners-list. Occasionally, a Partner Bank may be added or removed from the Partner Bank list. In general, you will receive notification by email from Public Investing in advance of a change to the Partner Bank list. If you receive notice that the Partner Bank list has changed, it is your obligation to review the Priority Bank list posted on the website.

If a Partner Bank is added to the Program, you will have an opportunity to designate a Partner Bank as ineligible to receive your deposits before any of your funds are swept to the new Partner Bank. If a Partner Bank is removed from the Program and you have a Deposit Account at that Partner Bank, you will be notified by Public Investing and given the opportunity to establish a direct depository relationship with the Partner Bank. If you choose not to establish a direct depository relationship, cash held at the Partner Bank that has been removed from the Program will be transferred by Apex Clearing, as your agent, to another Partner Bank.

VII. TAXATION

Interest earned from the High-Yield Cash Account Program will be reflected on a Form 1099-INT for the applicable calendar year. Nothing in these Terms and Conditions should be construed as to constitute legal or tax advice. Please contact your own legal or tax advisor.

Apex may be required to withhold United States federal income tax at the prevailing rate on taxable distributions payable to certain depositors who fail to provide sufficient and correct taxpayer identification information or to make required certifications or who have been notified by the Internal Revenue Service that they are subject to backup withholding. Please consult your tax advisor for further information or visit www.irs.gov.

VIII. LIMITATION OF LIABILITY; HOLD HARMLESS

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL APEX CLEARING, PUBLIC INVESTING THE PARTNER BANKS, OR THEIR AGENTS, AFFILIATES, ASSIGNS, SUBSIDIARIES, OFFICERS, DIRECTORS, OR EMPLOYEES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE NO MATTER THE CONTEXT IN WHICH IT IS ASSERTED AND INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, BUSINESS INTERRUPTION OR ANY PENALTIES OR PUNITIVE DAMAGES.

You agree to hold harmless Apex Clearing for any results that may occur from participation in the Program, including specifically your receiving smaller payment than you could in a different type of account or had your excess cash balance been swept into a different Partner Bank.

IX. COMPLIANCE WITH LEGAL PROCESS

Apex Clearing, Public Investing, the Partner Banks and any of their agents may comply, without notice to you, with any writ of attachment, execution, garnishment, levy, restraining order, subpoena, warrant, regulator or government request, or other legal process (any of the foregoing, a "Legal Process") that the recipient believes to be valid. Funds that have been swept by Apex Clearing to a Partner Bank are not protected from Legal Process against you that have been served on Apex Clearing, Public Investing, the Partner Banks and any of their agents.

You agree to indemnify and hold harmless Apex Clearing, Public Investing, the Partner Banks and any of their agents from all actions, claims, liabilities, losses, costs, attorney's fees, and damages that may be associated with their compliance with any legal process. You agree they may comply with any legal process received, even if such is not served properly on the recipient in accordance with all applicable legal requirements, so long as compliance is not done in bad faith.

X. NO WARRANTIES

EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS, NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED, OR OTHERWISE) ARE MADE TO YOU REGARDING THE PROGRAM, INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE, OR NONINFRINGEMENT. NEITHER PUBLIC INVESTING NOR YOUR INVESTMENT ADVISOR, REGISTERED

REPRESENTATIVE, OR OTHER PERSON OR ENTITY IS AUTHORIZED TO MAKE, OR MAY THEY MAKE, ANY REPRESENTATIONS OR UNDERTAKINGS ON BEHALF OF APEX CLEARING OR THE PARTNER BANKS OR THEIR RESPECTIVE AFFILIATES OR AGENTS WITH RESPECT TO THE PROGRAM.

XI. MISCELLANEOUS

a. Corporate Status. Apex Clearing and Public Investing is each a registered broker-dealer and is a member of the Financial Industry Regulatory Authority. Neither Apex Clearing nor Public Investing is a bank or an investment advisor. Neither Apex Clearing, Public Investing nor any of the Partner Banks provide advice regarding whether the Program is beneficial or right for you or your Apex Account.

b. Acceptance of Terms and Conditions. By opening and continuing to maintain your High-Yield Cash Account and participate in the Program, you accept the terms and conditions herein and you accept and will be legally bound by any new terms and conditions.

c. Obligation to Review Statements. In accordance with your Customer Agreement with Apex Clearing, you must carefully examine your Apex Account statement once you receive it. If you feel that there is an error, you must notify Apex Clearing promptly. Failure to comply with this notification requirement may bar you from claiming any error involving your Partner Bank accounts. Please see your Customer Agreement for specific details and timelines.

d. Escheatment. In certain circumstances, Apex Clearing and the Partner Banks may be required by law to escheat to a state some or all of your funds held in a Deposit Account at a Partner Bank or the High-Yield Cash Account at Apex Clearing. If funds are escheated to a state, you must file a claim with that state to reclaim the funds.

e. Assignment. You may not assign these terms and conditions or your participation in the Program, except through an assignment of all Public Investing brokerage accounts. Apex Clearing may assign its rights and obligations under the Program and these terms and conditions without prior notice to you and without obtaining your consent.

f. Set Off. Under the terms of your account agreements with Apex Clearing and Public Investing, Apex Clearing and Public Investing may charge or set off assets from your High-Yield Cash Account against any obligations or debt you owe to Apex Clearing or Public Investing, as applicable. This right extends to funds that have been swept to a Partner Bank and swept funds shall have no additional protection solely because they are with a Partner Bank.

g. No Waiver. There shall be no waiver by Apex Clearing or Public Investing of any of these terms and conditions unless such waiver is in writing and signed by Apex Clearing and Public Investing. No failure or delay by Apex Clearing, Public Investing, any Partner Bank or any of their agents in

exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any partial exercise preclude further or full exercise of any right, power, or privilege.

h. Severability. If any term, provision, covenant or restriction of these terms and conditions is held to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way, to the maximum extent allowed by law, be affected, impaired, or invalidated.

i. Entire Agreement. These terms and conditions, any additional documents provided to you by Apex Clearing, Public Investing or any of their agents concerning the Program, and your account opening agreements with Apex Clearing and Public Investing constitute the entire agreement with you regarding the Program and supersede all prior agreements, both oral and written, with respect to the subject matter herein. These terms and conditions are to be read in conjunction with, and not independently of, your Customer Account Agreement with Apex Clearing and Brokerage Agreement with Public Investing. For all purposes, your participation in the Program is through your High-Yield Cash Account, which is a brokerage account governed by these High-Yield Cash Account Terms and Conditions, the Apex Clearing Customer Agreement, the Public Investing Brokerage Agreement, and any other agreements you may have with Apex Clearing and Public Investing.

j. Controlling Document. In the event of any inconsistency between these Terms and Conditions and a provision of any such other document provided to you in connection with the Program, these Terms and Conditions shall prevail.

k. Governing Law and Arbitration. These terms and conditions shall be construed in accordance with and governed by the laws of the State of Texas. In accordance with your account opening agreements with Apex, any disputes regarding the Program or your Apex Account shall be subject to and controlled by the Arbitration Agreement set forth in your Customer Account Agreement with Apex Clearing shall fully control.

l. Headings and Construction. The headings herein are included only for convenience and shall not be considered in the construction or interpretation of these terms and conditions. Any singular items herein shall be deemed to include the plural and vice versa. Any use of the term “include” or any derivative or synonym of it shall be deemed to be followed by the words “without limitation”. References to any agreement or document provided to you shall include that agreement or document as amended, modified, supplemented, or replaced from time to time. In any construction of these terms and conditions, it shall not be construed against a party on the basis of that party potentially being the drafter of the terms and conditions.

m. Pre-Dispute Arbitration. THESE TERMS AND CONDITIONS ARE SUBJECT TO THE PREDISPUTE ARBITRATION CLAUSE CONTAINED IN YOUR CUSTOMER ACCOUNT AGREEMENT WITH APEX CLEARING AND BROKERAGE AGREEMENT WITH PUBLIC INVESTING. PLEASE REVIEW THE PREDISPUTE ARBITRATION CLAUSE IN YOUR CUSTOMER ACCOUNT AGREEMENT AND BROKERAGE AGREEMENT CAREFULLY.