

## Investment Plans

An Investment Plan is a collection of assets that you can automatically contribute to on a recurring basis. Choose from our catalog of Plans, covering a wide range of investing styles and risk tolerances. Or, create your own Investment Plan from scratch with up to 20 stocks, ETFs, and/or crypto.

### Personalize your Plan

Browse our catalog of Investment Plans, with Plans focused on core asset allocations, thematic trends, bonds strategies, and more. Or, build your own unique Plan from scratch by choosing up to 20 different assets. No matter which route you take, you're in control of which assets are in your Plan, how much you invest, and how your funds are allocated.

### Make it a habit, not a hassle

An Investment Plan can help you take the emotion out of investing and focus on your long-term financial goals.

### How to create a Plan:

1. Explore our catalog of Plans, organized by theme, geographic region, industry, and more, or design your own Plan with up to 20 assets.
2. Fine-tune your asset allocation by adjusting the Plan to your investing preferences.
3. Decide how much and how frequently you want to invest.
4. Create your Plan, and harness the power of recurring contributions, which can help you take the emotion out of investing by spreading your investments over time.
5. Make changes to your Plan anytime you see fit.

## Investment Plans Terms and Conditions

These Terms & Conditions are subject to change in Open to the Public Investing, Inc.'s ("Public Investing") sole discretion and without notice. Public Investing reserves the right to modify and cancel the program at any time. The [Open to the Public Investing, Inc. Brokerage Agreement](#) (the "Brokerage Agreement") is incorporated herein by reference and constitutes a part of these Terms and Conditions. In the event of any conflict between these Terms and Conditions and the terms of the Brokerage Agreement, the terms of the Brokerage Agreement shall control.

Investment Plans ("Plans") are self-directed purchases of individually-selected assets, which may include stocks, exchange-traded funds ("ETFs"), and cryptocurrencies. You reserve the ability to pause or end your Plans at any time and for any reason. Plans are available on Public Holding, Inc.'s ("Public") website and mobile application (together, the "Public Platform").

### Eligibility Requirements

Brokerage services for stocks and ETFs are offered by Public Investing, a registered broker-dealer and member FINRA & SIPC. To create a Plan with stocks and ETFs, you must have an approved brokerage account with Public Investing.

Cryptocurrency execution and custody services are offered on the Public Platform by Zero Hash LLC (“zerohash”) through a software licensing agreement between zerohash and Public Platform LLC (“Platform LLC”). zerohash is an unaffiliated third party and is not a registered broker-dealer or a member of SIPC or FINRA. Cryptocurrencies are not securities and are not FDIC or SIPC insured. zerohash is licensed to engage in virtual currency business activity by the New York State Department of Financial Services. To create a Plan with cryptocurrency, you must have an approved account with zerohash.

This technology is only available to U.S. residents residing within the United States. Public Investing and zerohash reserve the right to create limits on the number of Plan orders you may place in equities and cryptocurrencies, respectively. Other restrictions may apply as determined from time to time by Public Investing in its sole discretion and without notice.

### **Purchasing a Plan**

You can create an Investment Plan by creating your own custom mix of assets or by choosing a Plan from our marketplace and editing it to meet your needs. Investment Plans use fractional shares, which allow you to set an overall dollar amount for your Plan and then allocate a percentage of that amount to each individual holding. After finalizing your assets and allocations, select the amount and frequency you’d like to invest. Any assets in your Plan must be enabled for fractional trading by Public Investing.

On the day your Plan is scheduled to execute, you will receive one confirmation email for the entire Plan. Once the Plan executes, you will see each individual trade within your “History” in the Public app. Recurring Investment Plan orders are placed as market orders on the scheduled investment date and may be executed at any time during regular market hours. If the scheduled date falls on a market holiday or weekend, the order will be placed on the next trading day. *Public Investing does not guarantee execution at a specific time or price.*

There is a possibility that orders for individual assets within the Plan may not be executed, for example, if trading has been halted for a particular asset or if a particular asset is no longer enabled for fractional trading. In such a situation, any Plan purchases will still result in the purchase of the remaining assets in the Plan; however, the allocations of the remaining assets will not adjust to account for the un-executed order.

Plans may be subject to minimum amount requirements. Currently, orders for individual assets that are below \$1 will not be executed. In such a situation, any Plan purchases will still result in the purchase of the remaining assets in the plan; however, the allocations of the remaining assets will not adjust to account for the un-executed order.

Public Investing reserves the right to change the minimum amount at any time without notice. If you choose to create a Plan, you must maintain sufficient funds in your bank account to execute

the recurring investment. If your ACH payment fails, any scheduled orders in your Plan will be skipped until you have a successful ACH payment. After three failed or skipped occurrences, Public Investing will automatically pause your Plan.

### **Fees**

For Plans containing equities, Public Investing charges a fee to place the recurring securities orders. Each time a recurring purchase for your Plan is made, Public Investing charges a fee that is based on the frequency and number of securities in your Plan. For more details, see the fee tiers [here](#).

ETFs are subject to management fees and other expenses.

For Plans containing cryptocurrency, zerohash charges a fee to execute the recurring cryptocurrency purchases in your Plan. That fee is 1.25% of the total cryptocurrency order amount. This covers the costs associated with facilitating crypto transactions and storage. Platform LLC receives a portion of the revenue generated by zerohash in exchange for licensing our software to zerohash. For more details, see the fee tiers [here](#).

Any transaction fees will be automatically deducted from the total funding amount you selected at the time of each transaction.

### **Allocation**

Plans allow you to customize your self-directed asset selection in increments of 1%, with a minimum of 1% of the total Plan for any given symbol. Allocations will be applied proportionally to the total funding amount, inclusive of any transaction fees.

Once a Plan is created, you are solely responsible for establishing and maintaining the allocations within your Plan. Public Investing will not rebalance your Plan or update your allocations in any way, except in instances of Corporate Actions, where you will be notified.

Diversification and asset allocation do not guarantee future returns or eliminate the risk of loss. Investment Plans are not intended to ensure adequate diversification and you should conduct your own research and make your own determinations as to whether a particular investment aligns with your investment objectives, risk tolerance and financial situation.

### **Cash Accounts**

If you enrolled in an Investment Plan with your Cash brokerage account and a Plan purchase will result in an account debit balance of \$50 or more, then such an order will be skipped in its entirety. If a Plan purchase will result in an account debit balance of less than \$50, then such an order will still be executed.

### **Margin Accounts**

If you are enrolled in an Investment Plan with your Limited Margin brokerage account and a Plan purchase will result in an account debit balance of \$50 or more, then such an order will be skipped in its entirety. If a Plan purchase will result in an account debit balance of less than \$50, then such an order will still be executed.

If you are enrolled in an Investment Plan with your Margin brokerage account and you have enabled Margin Investing for your account, then Public Investing will use your margin buying power to make any Plan purchases if there is insufficient cash in your account to make the purchase. If you continue to have insufficient cash in your account, then Public Investing will continue to use your margin buying power to make any Plan purchases unless and until you have fallen below our margin maintenance requirements.

### **Not an Investment Recommendation or Solicitation and Other Disclosures**

Investment Plans shown in the marketplace are for informational purposes only. Investment Plans are meant to provide a helpful starting point as you discover, research, and create an Investment Plan that meets your specific investing needs. Investment Plans presented in the marketplace are created using defined, objective criteria based on generally accepted investment theory. They are made up of stocks and ETFs only. Refer to the [Investment Plan Methodology](#) to learn more. Edit any Investment Plan to suit your unique investment needs by removing symbols and adjusting allocations.

An Investment Plan, and any additional information provided about it, is not a recommendation of a Plan overall, or a recommendation of its individual holdings or default allocations. By building a Plan, you acknowledge that none of Public, Public Investing, Platform LLC, zerohash, or any other unaffiliated third parties (a “Sponsor”) are advising you as to your investments, and any criteria for your initial and ongoing investments should not be considered investment advice, an offer to buy or sell, or a recommendation for any asset or group of assets. You can edit all Plans as you see fit. Plans will not be rebalanced and allocations will not be updated in any way, except for Corporate Actions. You are solely responsible for establishing and maintaining allocations among assets within your Plan. Plans involve continuous investments, regardless of market conditions.

If you choose to purchase a Plan from our marketplace, keep in mind that specific industry and thematic Plans that are narrower in focus may be more volatile than investments that diversify holdings across multiple industries and themes.

When you purchase an Investment Plan for your personal non-business purposes, you accept all responsibility for its use and implementation, and for appropriate ongoing follow-up to ensure that you are meeting your individualized interests and goals. As with other investments through Public Investing, you must decide for yourself if an investment in an asset is consistent with your evaluation of the assets, your investment objectives, your risk tolerance, your investment time frame, and your broader financial situation. By making Investment Plans available to its members, Public Investing is not recommending or endorsing it. Further, Public assumes no responsibility for the accuracy, completeness or timeliness of any point-in-time Investment Plan

allocation or for updating such allocation, which is subject to change without notice at any time. Public does not provide investment, tax or legal advice.

Certain Plans may be “sponsored” by a Sponsor. If a Plan is sponsored, Public Investing will receive compensation from the Sponsor, which will be disclosed within the app and in the [Sponsored Content Disclosure](#). Sponsored Plans are not a recommendation of a Plan overall or a recommendation of its individual holdings or default allocations; you can edit these Plans as you see fit. You should consider your own investment objectives to make the choices best suited for your investment needs. Additional information regarding this conflict of interest can be found in the Public Investing [Form CRS](#).

Your Plan may include ETFs. Before investing in an ETF, you should read the prospectus, which provides detailed information on the ETF’s investment objective, principal investment strategies, risks, costs, and historical performance (if any), among other things. Prospectuses can be found on the ETF issuer’s website. ETFs are bought and sold at market price, which can vary from the Net Asset Value of the fund. Rebalancing and other fund activities may result in tax consequences.

Securities and cryptocurrencies may be shown in a consolidated manner on the Public Platform to create a comprehensive view of your holdings; this is strictly done for convenience purposes only. Notwithstanding the consolidated presentation, all communications on the Public Platform with respect to securities are by Public Investing and all communications with respect to cryptocurrencies are by zerohash.

Any graphics shown on the Public Platform in connection with Investment Plans are for illustrative purposes only.

### **Limitation of Liability**

All access to and use of the Public Platform, as well as your use of the Plans and related services is at your own risk. In no event shall Public, Public Investing, Platform LLC, zerohash, any Sponsor, or each of their affiliates, and any of their respective officers, directors, employees and agents be liable for any damages, including, without limitation, direct or indirect, special, incidental, or consequential damages, or losses or expenses arising or in connection with use of the Plans. These parties shall not be responsible if you are unable to use the Public Platform or any linked site, or in the event of any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus online or system failure, even if these parties are advised of the possibility of such damages, losses or expenses. Additionally, these parties shall have no liability to you for any losses, financial or otherwise, suffered by you arising out of or resulting from compatibility or inoperability problems of the Public Platform, your computer or other device, or your failure to confirm any attempted transaction.

### **Plan Duration and Termination**

Plans remain in effect until you end your Plan or we otherwise terminate your Plan. Public Investing reserves the right to suspend or terminate your Plan at any time, for any reason,

without notice to you. Any services associated with the Plans may also be terminated by us at any time. If you breach any of these Terms and Conditions, the rights granted herein shall automatically terminate.

### **Changes to Terms and Conditions**

Public Investing may change the Terms and Conditions by posting an updated version of the Terms and Conditions on the Public Platform without notice to you. Please review the current version of the Terms and Conditions from time to time. Your continued use of the Plans feature shall be deemed your acceptance of the Terms and Conditions in place at that time.

### **Miscellaneous**

- **Waiver:** If Public Investing does not enforce a particular provision of the Terms and Conditions, such conduct will not prevent us from enforcing the same or any other provision of the Terms and Conditions in the future.
- **Severability:** If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable, it shall be considered separate and severable from these Terms and Conditions, and the remaining provisions shall remain in effect.
- **Intellectual Property:** This site, and all text, graphics, trademarks, logos, photographs, artwork, interfaces and computer codes (collectively "Protected Content"), including, but not limited to, the structure, design, physical appearance, configurations and arrangement of the Protected Content, contained on this Site is owned, controlled or licensed to Public Investing or its affiliates in the U.S. or other countries, and is protected by trademark, copyright, trade dress or other intellectual property laws.