

## Open to the Public Investing, Inc. Brokerage Agreement

### 1. Introduction.

**A.** In consideration of Open to the Public Investing, Inc., a broker-dealer registered with the Securities Exchange Commission (“**SEC**”) and a member in good standing with the Financial Industry Regulatory Authority (“**FINRA**”), and its agents and assigns (collectively “**Public Investing**” or “**Company**”) opening one or more accounts (individually and collectively referred to as “**My Investing Account**” or the “**Investing Account**”) on my behalf, I represent and agree with respect to all Investing Accounts to the terms set forth below, and contained in all addendums and amendments attached hereto and as may be added from time to time (collectively referred to as the “**Public Brokerage Agreement**”). When used in this Public Brokerage Agreement, the words “**I**”, “**Me**”, “**My**”, and/or “**Mine**” mean the owner(s) of the Investing Account. For any account with more than one owner (such as a joint or trust account), the words “**I**”, “**Me**”, “**My**”, and/or “**Mine**” refer to all owners, collectively and individually.

**B. Terms and Conditions.** As a condition to this Public Brokerage Agreement, I agree to the following:

**I.** I understand that the terms and conditions of this Public Brokerage Agreement govern all aspects of My relationship with the Company regarding my investment accounts.

**II.** I will carefully read, understand and accept the terms and conditions of this Public Brokerage Agreement before I click “I AGREE” or other similarly worded button.

**III.** If I have any questions about any of the provisions in this Public Brokerage Agreement, I will email at [support@public.com](mailto:support@public.com).

**IV.** I understand that clicking “I AGREE” is the legal equivalent of My manually signing this Public Brokerage Agreement and I will be legally bound by its terms and conditions.

**V.** By entering into this Public Brokerage Agreement, I acknowledge receipt and accept the terms of the [Public Terms of Service](#) and the [Public Privacy Policy](#).

**VI.** I understand that this Public Brokerage Agreement may be amended from time to time by Public Investing with revised terms posted on the Public Investing website (<https://public.com/disclosures>).

**VII.** I agree to check for updates to this Public Brokerage Agreement. I understand that by continuing to maintain My Investing Account without objecting to any revised terms of this Brokerage Agreement, I am accepting the terms of the revised Public Brokerage Agreement and will be legally bound by its terms and conditions.

**VIII.** If I request other Services provided by Public Investing that require me to agree to specific terms and conditions electronically (through clicks or other actions) or otherwise, such terms and conditions will be deemed an amendment and will be incorporated into and made part of this Public Brokerage Agreement.

**IX.** I UNDERSTAND THAT BY CLICKING “I AGREE” I HAVE ACKNOWLEDGED THAT THIS PUBLIC BROKERAGE AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN SECTION 15 HEREIN.

### **C. My Account and Relationship with Company.**

#### **I. Authorization.**

- (1) I appoint Company as My broker and agent for the purpose of carrying out My directions to Company, and hereby authorize Company to act as My broker upon such directions, in accordance with the terms and conditions of this Public Brokerage Agreement and any attendant risks with respect to the purchase or sale of securities for so long as I maintain an account with Public Investing.
- (2) Company is authorized to open or close My Investing Accounts, place, withdraw, and cancel orders, and take such other steps as are reasonable to carry out My directions and to maintain my account at Public Investing.
- (3) All transactions will be effected only on My order or the order of My authorized delegate, except as otherwise provided in this Public Brokerage Agreement.
- (4) I understand Public Investing provides trading and brokerage services through the Public Investing website at public.com (the “**Website**”) and the Public Investing mobile application (the “**App**”). I agree to receive and transmit financial information through such electronic means.

#### D. **Services and Agreements.**

I. **Services.** “**Public Service**” includes our App and Website, general news and information, commentary, educational material and information and data concerning the financial markets, securities and other subjects, market data such as quotations for securities transactions and/or last sale information for completed securities transactions reported in accordance with federal securities regulations, along with other websites, networks, applications, mobile applications, and other social media services, including the social media services available on our App and Website. The Public Service does not, however, include our online and mobile application-based discount stock brokerage services (the “**Brokerage Service**”). Together the Public Service and Brokerage Service are referred to as the “**Services**.”

II. **Agreements.** This Public Brokerage Agreement in conjunction with the Public Terms of Service solely governs My use of the Brokerage Service (defined above) and My relationship with Public Investing as related to the Brokerage Service. To access and use the Services (defined below), I acknowledge receipt of and agree to the terms of the following agreements and items (provided at <https://public.com/disclosures>), as supplemented and updated from time to time:

- (1) The following agreement(s) with Apex Clearing Corporation (“Apex”), as applicable depending on the legal ownership of My Investment Account:
  - a. If an individual account, joint account without a right of survivorship, or account for a sole proprietorship or single-member limited liability company, [Apex Customer Account Agreement](#);
  - b. If a joint account with right of survivorship, [Apex Customer Account Agreement](#) and [Apex Joint Account Agreement - Rights of Survivorship](#);
  - c. If a joint account for a joint tenancy by entirety, [Apex Customer Account Agreement](#) and [Apex Joint Account Agreement - Tenants by Entirety](#);
  - d. If a joint account for a tenancy in common, [Apex Customer Account Agreement](#) and [Apex Joint Account Agreement - Tenants in Common](#);
  - e. If a trust account, [Apex Customer Account Agreement](#) and [Apex Certificate of Trust & Investment Powers](#);
  - f. If a corporation account, [Apex Customer Account Agreement - Entities](#) and [Apex Corporate Account Agreement](#);
  - g. If a multi-member limited liability company account, [Apex Customer Account Agreement - Entities](#) and [Apex Limited Liability Company Account Agreement](#); or
  - h. If a partnership account, [Apex Customer Account Agreement - Entities](#) and [Apex Partnership Account Agreement](#);

- (2) [Market Data Addendum to the Open to the Public Investing, Inc. Brokerage Agreement](#);
- (3) [Open to the Public Investing, Inc. Consent to Participate in Recovery Program](#);
- (4) [Open to the Public Investing, Inc. Customer Relationship Summary](#);
- (5) [Open to the Public Investing, Inc. Day Trading Risk Disclosures](#);
- (6) [Open to the Public Investing, Inc. FINRA Public Disclosure Program](#);
- (7) [Open to the Public Investing, Inc. Fractional Shares Risk Disclosure](#);
- (8) [Open to the Public Investing, Inc. Summary of Business Continuity Plans](#);
- (9) [Open to the Public Investing, Inc. US Consumer Privacy Notice](#);
- (10) [Open to the Public Investing, Inc. Use and Risk Disclosures](#);
- (11) [Apex Fractional Bonds Disclosure](#);
- (12) [Fixed Income Disclosure](#);
- (13) [Public Terms of Service](#);
- (14) [Public Privacy Policy](#);
- (15) [Public Electronic Delivery and Signature Policy](#);
- (16) [Apex Margin Account Agreement](#) and [Apex Margin Risk Disclosure Statement](#), if I have elected to open one or more of My Investing Accounts as a margin account instead of a cash account;
- (17) [Apex Master Securities Lending Agreement](#) and [Apex Securities Lending Disclosures](#), if I have elected to enroll in Apex's securities lending program;
- (18) [High-Yield Cash Account Terms and Conditions](#), if I am opening an Investing Account that is a High-Yield Cash Account (defined below); and
- (19) [Bond Account Terms and Conditions](#), if I am opening an Investing Account that is a Bond Account (defined below).

**III. Disclosures.** In addition to the agreements provided above in Section 1(D)(II), I agree that I have reviewed and I acknowledge and agree to all of the disclosures, notices, and policies available at <https://public.com/disclosures>, as supplemented and updated from time to time

**E. Self-directed Account.** I agree and understand that My Investing Account is self-directed. I agree and acknowledge that I am not relying on any recommendations from Company and that Company has not made any suitability determinations with respect to my investment decisions, unless specifically agreed upon in writing and clearly identified by Company as an individualized investment recommendation for Me. I acknowledge that I have an affirmative duty to monitor and stay informed about My Investing Account and My investments and respond to changes as I deem appropriate.

To the extent research materials or similar information is available through the Public Service, I understand that these materials are intended for informational and educational purposes only and they do not constitute a recommendation or offer to enter into any securities transactions or to engage in any investment strategies.

**F. Apex Execution Services.**

**I. Clearance Agreement.**

- (1) I understand that Company does not handle cash and does not directly execute trades. All money and securities in My account are held by Apex and all trades for Me are executed by Apex at the instruction of Company. I understand that Company has entered into a clearing agreement with Apex whereby Company will introduce My Investing Account to Apex, and Apex will clear all transactions, on a fully-disclosed basis. I understand that Apex carries My Investing Account(s) and is responsible for the execution, clearing and bookkeeping of transactions, but is not otherwise responsible for the conduct of Public Investing. I will separately enter into a customer agreement with Apex which will govern my relationship with Apex.

- (2) Until receipt from Me of written notice to the contrary, Apex may accept from Public Investing, without inquiry or investigation: (i) orders for the purchase or sale of securities and other property, on margin or otherwise; and (ii) any other instructions concerning said accounts. Apex will look solely to Public Investing unless otherwise directed by Public Investing, and not to Me, with respect to any such orders or instructions; except that I understand that Apex will prepare and deliver confirmations, statements, and other notices with respect to My Investing Account directly to Me with copies made available to Public Investing, and that Apex may look directly to Me or Public Investing for delivery of margin, payment, or securities, as applicable.
- (3) I agree to hold Apex harmless from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided Apex has acted in accordance with the above. I agree further to hold Public Investing harmless from and against any losses, costs or expenses arising in connection with any actions taken by Apex in accordance with this provision and the customer agreement I have or will enter into with Apex. The foregoing is effective as to My Investing Account until written notice to the contrary is received from Me by Apex or Public Investing.
- (4) I understand and agree that Public Investing is not responsible to regulate Apex and is not responsible, and will not be liable, for Apex' actions. I will resolve any disputes I have with Apex directly.

**II. Securities Lending.** If I have agreed to enroll in the Apex fully-paid securities lending program, Apex may lend the securities in My Investing Account to other brokers or investors who are seeking to borrow stock. I understand that if I participate in the securities lending program and my shares are loaned out, I will earn a portion of the fees actually received by Apex in connection with such loans, subject to the terms and conditions of the Apex Master Securities Lending Agreement. I further understand that there are certain risks involved with securities lending, and have reviewed and acknowledged the program Risk Disclosures that were made available to me when I enrolled in the program and are also posted on the Public Investing website.

**G. Investing Account Risks.** I understand and agree that:

- I. all investments involve risk, including a potential complete loss of all funds invested;
- II. losses may exceed the principal invested;
- III. the past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns;
- IV. My investment decisions are my own and I shall not rely on the Company or any information provided by the Company in making any investment decision;
- V. My use or My grant of access to My Investing Account to any third party to access information or place transactions in My Investing Account is solely at My risk; and
- VI. I am solely responsible for knowing the rights, terms, and obligations of all securities purchased, sold and maintained in My Investing Account including, but not limited to, mergers, reorganizations, stock splits, name changes and/or symbol changes, dividends, option symbols, and option deliverables. I further understand that certain securities may grant Me valuable rights that may expire unless I take specific action. These securities include bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders. I am responsible for knowing all expiration dates, redemption dates, and the circumstances under which rights associated with My securities may be called, canceled, or modified. Company may, but is not obligated to, notify Me of any upcoming expiration or redemption dates, or take any action on My behalf without My specific instructions except as required by law and the rules of regulatory authorities.

**H. Fees and Charges.** Public Investing does not charge commissions on fees on many of the orders that you can submit via the Platform, including, for example, single trades in US-listed

equities during normal market hours and options trades. Public Investing does charge transaction fees on certain orders, for example, investments in or withdrawals from a Bond Account or trades of US-listed stocks during extended market hours. For a list of these fees and commissions, please refer to the current "Open to the Public Investing, Inc. Commission and Fee Schedule" available at <https://public.com/disclosures> for current commission pricing and other fees. I agree to pay any and all fees and charges of Public Investing and Apex that I may incur at the prevailing rate, and I acknowledge that such prevailing rates may subsequently change from time to time without notice to Me. I also agree to pay all applicable federal, state, and local taxes to the appropriate parties. I authorize Public Investing to automatically debit My Investing Account for any such brokerage commissions, charges, fees and taxes.

**I. Account Settings.** I understand that My Investing Account comes with many defaulted service instruction features and preferences. I further understand that I am not required to use these defaulted options or preferences and that once My Investing Account is approved and opened I have the sole discretion to control and adjust such defaulted service preferences that relate to my account.

**J. No Endorsement of Day Trading Strategy.** I understand that Company does not recommend, endorse, or promote a "day trading" strategy, which may involve significant financial risks to me. Company regularly reviews all trading activity to identify Pattern Day Traders (an investor who executes four or more "day trades", i.e., buying and selling the same security in the same session, within five (5) Business Days, provided that the number of day trades represents more than six (6%) percent of the Customer's total Margin Account trading activity for such five (5) Business Day period). If My trading activity indicates that I may be a Pattern Day Trader, Company reserves the right, in its sole discretion, to apply enhanced maintenance requirements to My Account. These will include, without limitation, a minimum Account balance of \$25,000 in cash and eligible securities before any day trades can be made using margin funds, if and when allowed by Company, and a tighter formula to calculate available margin credit. If My Account balance falls below the \$25,000 minimum requirement, I will not be permitted to day trade until My Account is restored to the \$25,000 minimum equity level.

**K. SIPC and Other Insurance Coverage.** Public Investing and Apex are both members of the Securities Investor Protection Corporation ("**SIPC**"), which provides protection for accounts up to \$500,000 (including \$250,000 for claims of cash) per client as defined by SIPC rules. An explanatory brochure is available upon request via telephone at (202) 371-8300 or at [www.sipc.org](http://www.sipc.org). I also understand that Apex has purchased an additional insurance policy through a group of London Underwriters (with Lloyd's of London Syndicates as the Lead Underwriter) to supplement SIPC protection. SIPC and the excess of SIPC coverage does not protect against loss due to market depreciation, fluctuation in market value of My securities, or a trading loss. A Claim that would require Apex's additional coverage would only arise if Apex were to fail financially and customer assets for covered accounts, as defined by SIPC, cannot be located due to theft, misplacement, destruction, burglary, robbery, embezzlement, abstraction, failure to obtain or maintain possession or control of client securities, or to maintain the special reserve bank account required by applicable rules. This additional insurance policy becomes available to customers in the event that SIPC limits are exhausted. For more information about Lloyd's of London, please see [www.lloyds.com](http://www.lloyds.com).

**L. Oral Authorization.** I agree that Company is entitled to act upon any oral instructions given by Me so long as Company reasonably believes such instruction was actually given by Me or my authorized agent.

**M. Effect of Attachment or Sequestration of Accounts.** Company shall not be liable for refusing to obey any orders given by or for Me with respect to any of My Investing Accounts that has or have been subject to an attachment or sequestration in any legal proceeding against Me, and Company is under no obligation to contest the validity of any such attachment or sequestration.

**N. Event of Death.** In the event of My death or the death of one of the joint account holders, the representative of My estate or the survivor or survivors must immediately give Company written notice thereof, and Company may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of and/or restrict transactions in the Investing Account as Company deems advisable to protect Company against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of My death or the death of one of the joint account holders, and upon instruction from the trustee of My or such account holder's estate or My or such account holder's next of kin, all open orders will be canceled, but Company is not responsible for any action taken on such orders prior to the actual receipt of notice of death. Further, Company may in its discretion close out any or all of the Investing Accounts without awaiting the appointment of a personal representative for My estate and without demand upon or notice to any such personal representative. The estate of any of the account holders who have died is liable and each survivor will continue to be liable, jointly and severally, to Company for any net debit balance or loss in said account in any way resulting from the completion of transactions initiated prior to the receipt by Company of the written notice of the death of the decedent or incurred in the liquidation of the Investing Account or the adjustment of the interests of the respective parties. Such notice does not affect Company's rights under this Public Brokerage Agreement to take any action that Company could have taken if I had not died.

## **2. About Me.**

### **A. Capacity and Status.**

#### **I. If:**

- (1)** an individual, I am of legal age under the laws of the State where I reside, under no legal incapacity and authorized to enter into this Public Brokerage Agreement;
- (2)** an entity, I am duly formed, validly existing and in good standing in My state of organization, have full power and authority to enter and perform this Public Brokerage Agreement, and the person(s) signing the account application are fully authorized to act on My behalf;
- (3)** a trust, I have full power and authority to enter and perform this Public Brokerage Agreement, and the trustee(s) signing the account application are fully authorized to act on My behalf; and
- (4)** a joint account, each joint account holder has authority, without notice to the other, to act on My behalf and full power and authority to enter and perform this Public Brokerage Agreement.

**II.** No person, except Myself (or any person named in a separate agreement or joint account), has any interest in the Investing Account opened pursuant to this Public Brokerage Agreement.

**III.** I acknowledge that unless Company receives written objection from Me, Company may provide My name, address, and securities positions to requesting companies in which I hold securities.

**IV.** Except as otherwise disclosed to Company in writing, neither I nor any member of My immediate family is an employee of any exchange, any corporation of which any exchange owns a majority of the capital stock, a member of any exchange or self-regulatory organization, a member of any firm or member corporation registered on any exchange, a bank, trust company, insurance company or any corporation, firm or individual engaged in the business of dealing either as a broker-dealer or as principal in securities. I understand and agree that I am obligated to promptly notify Company in writing if I or a member of My immediate family becomes registered or employed in any of the above-described capacities.

**V.** I further agree to promptly notify Company in writing if I am now or if I become:

(i) registered or qualified with FINRA, the SEC, the Commodities Futures Trading Commission, any state securities agency, any securities exchange or association, or any commodities or futures contract market or association;

(ii) an "investment adviser" as that term is defined in Section 201(11) of the Investment Advisers Act of 1940 (whether or not registered or qualified under that act);

(iii) employed by a bank or other organization exempt from registration under federal and state securities laws to perform functions that would require Me to be so registered or qualified if I were to perform such functions for an organization not so exempt; or

(iv) an officer, director or 10% stockholder of any publicly traded company.

**VI.** If a trust, I further certify that there are no trustees other than those listed in the account application and that Public Investing and Apex may follow instructions from any trustee and deliver funds, securities, or any other assets to any trustee or on any trustee's instructions, including delivering assets to a trustee personally. Public Investing, in its sole discretion, may require written consent of any or all trustees prior to following any instruction of any trustee. I certify that all instructions from any trustee directing Public Investing and Apex to execute trades or any other type of transaction for this account will comply with the trust's governing documents and applicable law, and that all trading in this account will be consistent with the powers delegated to the trustees by the trust's governing documents and with the fiduciary duties of the trustees to the trust and the beneficiaries of the trust. I also certify that the trustees will inform any beneficiaries of the trust of the activity in the trust's account as required by the trust's governing documents and applicable law. I and the trustees, jointly and severally, hereby indemnify and hold Public Investing and Apex harmless from any claim, loss, expense or liability arising from or related to Public Investing and/or Apex effecting any instructions from any trustee, even if such instructions may be interpreted to be beyond the scope of such trustee's authority. I will provide Public Investing and Apex with immediate notice if the authority of any trustee changes in any manner relating to this Agreement, including, but not limited to, any change affecting the accuracy of any warranties made herein. Public Investing and Apex have no duty to review or enforce the legal terms of any trust with an account at Public Investing, and Public Investing and Apex may rely entirely on the instructions of the trustees or persons apparently authorized to act on behalf of the trust, regardless of whether Public Investing and/or Apex have some or all of the trust documents in their possession.

**B. Account Owners.** I agree not to allow any person to trade for My Investing Account unless a trading authorization for that person has been received and approved by Public Investing.

**C. Information Accuracy.** I represent, warrant and certify that the information contained in this Public Brokerage Agreement, the account application, and any other document that I furnish to Company in connection with My Investing Account(s) is complete, true and correct, and acknowledge that knowingly giving false information for the purpose of inducing Company to extend credit is a federal crime. Furthermore, I agree that this Public Brokerage Agreement, the account application and any other document I furnish in connection with My Investing Account is Company property, as the case may be. I will promptly advise Company of any changes to the information in such agreements and documents in writing within 10 calendar days. Company may rely upon all information I provide to it.

**D. Important Information Needed to Open a New Investing Account.** To help the government better detect the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Therefore, I understand that when I open My Investing Account Company will ask for My name, address, date of birth, social security number, and other identifying information as provided on Appendix I to this Brokerage Agreement or as Company may further request.

Company may request copies of My driver's license, passport or other documents meant to verify My identity, or for such information as may be appropriate to enable compliance with applicable law. I understand that Company may take steps to verify the accuracy of the information I provide to Company in My Investing Account application or otherwise to check such information against third-party databases or other sources, and that Company may restrict My access to My Investing Account pending such verification or third-party checks. I will provide prompt notification to Company of any changes in the information including, but not limited to, My name, address, email address and telephone number. I understand that Company may use this information to repeat this process when I open additional brokerage accounts with Company, including, but not limited to, a High-Yield Cash Account, a Bond Account or a Retirement Account. By opening My Investing Account or any other brokerage account with Company, I provide consent for the Social Security Administration to disclose My SSN Verification to Company, and I agree that My electronic signature has the same legal meaning, validity, and effect as My handwritten signature.

**E. Important Notice to non-U.S. State resident or organized investors (“International Investors” and each, an “Individual Investor”).** Any International Investor acknowledges that the Services described on the Website and the App are intended for U.S. State resident and organized persons only. Neither the availability of the Services over the Internet nor any aspect of or content on the Website or App shall be considered an offer or solicitation of securities, products, or services in any jurisdiction outside of the United States. Any International Investor placing an order or requesting the opening of an Account, represents that it understands that Public, acting in its sole and absolute discretion, may accept an order from an International Investor and open an Account for such International Investor only when Public has determined that such order or Account request has been made at the exclusive initiative of the International Investor.

**3. Compliance with Laws and Regulations.** I agree to comply with all laws, rules, and regulations that apply to Me and to My Investing Account and the purchases and sales of securities made through my Investing Account. Without limiting the generality of the foregoing, I will not use the Services to make trades in violation of any federal or state securities laws, trade on insider information, or attempt to manipulate the market. In no event will Public Investing be obligated to effect any transaction if it believes it may violate any federal or state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory organization. I understand that Company is not liable for any loss caused directly or indirectly by Company's compliance with any rules, regulations, customs or usages as may apply to the execution of My transactions.

**4. Privacy and Confidentiality.**

**A. Privacy.** Company will take reasonable measures to protect the privacy and confidentiality of information in its possession about my Investing Account and Me. Company's [Privacy Policy](#) explains how it collects and protects My information. The Privacy Policy is incorporated into this Public Brokerage Agreement by this reference.

**B. Account Numbers and PINs.**

**I.** I am solely responsible for keeping My Investing Account numbers and PINs confidential. “**PINs**” means My username and password.

**II.** I agree and accept full responsibility for monitoring and safeguarding My Investing Accounts and access to My Investing Accounts.

**III.** I agree to immediately notify Company in writing, delivered via email or a recognized international delivery service, if I become aware of: (i) any loss, theft, or unauthorized use of My PINs or Investing Account numbers; (ii) any failure by Me to receive any communication from Company indicating that an order was received, executed or canceled, as applicable; (iii) any failure by Me to receive an accurate written confirmation of an execution; (iv) any receipt by Me of confirmation of an order, execution or cancellation, which I did not place; (v) any inaccurate information in or relating to My Investing Account balances, deposits, withdrawals, securities



positions or transaction history; or (vi) any other unauthorized use or access of My Investing Account.

**IV.** Each of the events described in subsection (B)(III) above will be deemed a “**Potential Fraudulent Event**”. The use and storage of any information including, without limitation, My Investing Account numbers, PINs, portfolio information, transaction activity, account balances and any other information or orders available on My wireless, web-enabled cellular telephone or similar wireless communications device (collectively, “**Mobile Device**”) or My personal computer is at My own risk and is My sole responsibility. I represent to Public Investing that I am solely responsible for and have authorized any orders or instructions appearing in, originating from, or associated with My Investing Account, My Investing Account number, and PINs. I agree to notify Company immediately after I discover any Potential Fraudulent Event, but in no event more than twenty-four (24) hours following discovery. Upon request by Company, I agree to report any Potential Fraudulent Event promptly to legal authorities and provide Company with a copy of any report prepared by such legal authorities. I agree to cooperate fully with the legal authorities and Company in any investigation of any Potential Fraudulent Event and I will complete any required affidavits promptly, accurately and thoroughly. I also agree to allow Company access to My Mobile Device, My computer, and My network in connection with its investigation of any Potential Fraudulent Event. I understand that if I fail to do any of these things, I may encounter delays in regaining access to the funds in My Investing Account. I agree to indemnify and hold Company and Company’s parent company and affiliates harmless from and against any losses arising out of or relating to any Potential Fraudulent Event.

**C. Telephone Calls.** I agree that, by opening, applying to open, or maintaining an Investing Account, Public Investing and its third-party service providers, including third party debt collection agencies, may contact Me either: (i) via mail, phone, or email, or other details I have provided, or (ii) via any other form of electronic or other communications facility available via the Website or App. I represent and warrant that the telephone number associated with my Investing Account is My current phone number, and I will promptly notify Public Investing if that changes. I consent to receive calls (including prerecorded calls and calls completed with an automatic telephone dialing system) and text messages at any time of day made to this telephone number for purposes including but not limited to providing account-related communications (including security alerts), telemarketing, investigating or preventing fraud, or collecting amounts owed to Public Investing. I agree that Public Investing may share My telephone number with third parties that provide services to Public Investing in connection with any of the foregoing purposes, including but not limited to debt collectors. I understand that message, telephone minute, and data rates may apply for calls made to a mobile phone number. I further understand and agree that Company may record and monitor any telephone or electronic communications with Me. Unless otherwise agreed in writing in advance, Company does not consent to the recording of telephone conversations by Me or any third party on My behalf. I acknowledge and understand that not all telephone or electronic communications are recorded by Company, and Company does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved. I understand and agree that Company may send a SMS text message to Me for important communications related to My Investing Account.

**D. Disclosure of Investing Account Information to Third Parties.** Consistent with Company’s Privacy Policy, Company and its agents are specifically authorized to disclose information about My Investing Accounts and me to third parties. Additionally, I may elect to allow the Company to share certain information about My Investing Accounts with one or more third-parties via the Company’s application programming interfaces. If I make such an election, then I agree to, among other things, the Company’s API Policy, which is available at <https://public.com/disclosures>.

**E. Credit Reports.** I authorize Company to obtain reports and provide information to others concerning My creditworthiness and business conduct. Upon My request, Company agrees to provide Me a copy of any report so obtained. Company may retain this Public Brokerage Agreement, the Investing Account application, and all other such documents and their respective

records at its sole discretion, whether or not credit is extended. I understand that Company reserves the right to provide information concerning any debit balance or indebtedness associated with My Investing Account to consumer credit reporting agencies.

## **5. Client Communications.**

**A. Review of Confirmations and Statements.** I agree that it is My responsibility to review order execution confirmations and statements of My Investing Account promptly upon receipt. I agree to receive all confirmations and account statements, as well as all tax related documents, in electronic format. I understand that account statements will evidence all activity in My Investing Account for the stated period, including securities transactions, cash balances, credits to My Investing Account and all fees paid from My Investing Account. These documents will be considered final and binding on Me unless I notify Company of any objections within five (5) days from the date confirmations are sent and within ten (10) days after My Investing Account statements are posted online. Such objection may be oral or in writing, but any oral objection must be immediately confirmed in writing. In all cases, Company reserves the right to determine the validity of My objection. If I object to a transaction for any reason, I understand and agree that I am obligated to take action to limit any losses that may result from such transaction or I will bear sole responsibility for any losses relating to the transaction, even if My objection to the transaction is ultimately determined to be valid. I understand that as long as Company provides My Investing Account statements or notice that My Investing Account statements have been posted to the secure section of the Website or the App, and are available for viewing, to the mailing or electronic address of record given, the communications are legally presumed to have been delivered, whether I actually received them or not.

**B. Trusted Contact.** I agree that, pursuant to FINRA regulations, Public Investing and its associated persons are authorized to contact the "Trusted Contact Person" (as defined by FINRA Rule 4512) designated for My Investing Account and disclose information about My Investing Account to address possible financial exploitation, to confirm the specifics of My current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by FINRA Rule 2165.

## **6. Brokerage Services.**

**A. Order Routing and Executions.** Currently all orders for execution made through My Investing Account are executed through Apex, but Company reserves the right to change how orders are routed and executed. I understand that My orders are executed by Apex and Apex will decide where to route My orders for execution and may execute all orders by Me on any exchange or market. I understand that Company may earn rebates as a result of the order routing decisions made by Apex as the clearing firm. However, the price I receive through Company will be the price at which the order is executed in the market. I understand that Apex will follow its regulatory obligation to deliver the best execution when routing orders.

**B. Trade Execution and Price.** I understand that, whether I place a market or limit order, I will receive the price at which my order is executed in the marketplace, subject to any clarification stated below. A market order is a buy/sell order where the trade will be executed at the market's best available price. A limit order is a buy/sell order where the trade will only be executed at a price lower/higher than the price I enter, as applicable. I understand and agree with the following:

**I.** Particularly during periods of high volume, illiquidity (for example in pre- and post-market sessions), fast movement or volatility in the marketplace, the execution price received may differ from the quote provided on entry of an order, and I may receive partial executions of an order at different prices. Company is not liable for any price fluctuations or market changes. Price quotes generally are for only a small number of shares as specified by the marketplace, and larger orders are relatively more likely to receive executions at prices that vary from the quotes or in multiple lots at different prices.

**II.** Securities may open for trading at prices substantially higher or lower than the previous closing price or the anticipated price. If I place a market order (whether during normal market hours or when the market is closed), I agree to pay or receive the prevailing market price at the time My market order is executed. The price I pay may be significantly higher or lower than anticipated at the time I placed the order.

To avoid buying a security at a higher price and possibly exceeding My purchasing power, I have the option to enter a limit order. Limit orders may not be executed at any particular time, or at all if there is not sufficient trading at or better than the limit price I specify, and are only good until the end of the trading day in which they are entered unless such order is placed on a "Good-Til-Canceled" ("**GTC**") basis. The Website contains further information regarding order types and limitations, which I agree to read and understand before placing such orders.

**III.** As a customer of Public Investing, after the market has closed for the day, I have the ability to place in a queue order requests to be executed the following day upon the opening of the market ("**Queued Order**"). My Queued Order request is prioritized based on the order in which it is received by Apex via Public Investing, and that the Queued Order requests are sent out for execution shortly after the market opens on the next day of trading. Each Queued Order request is sent out per customer and per security as Public Investing market orders (described above), and that they are not aggregated.

**IV.** A limit order may be placed on a GTC basis, which means the order remains valid and is reentered on a daily basis until (A) it is executed; (B) I or Public Investing cancel the order; or (C) there is a corporate action which impacts the pricing of the security (e.g., share split). Company may cancel a GTC order at the end of every trading day (on the exchange on which the instrument to which the contract relates is traded) and then place such order again at the start of the following trading day. This process may be repeated every day for as long as the GTC order remains valid.

**V.** As a customer of Public Investing, I may not be able to execute extended hours trades in an IPO on its first day of trading. Any order may fail to be sent to the market due to unforeseen circumstances or technical issues, and Public Investing is not liable in the event my order fails.

**VI.** Securities traded in over-the-counter bulletin boards, pink sheet securities, and other thinly- traded securities (collectively "**bulletin board stocks**") present particular trading risks, in part because they are relatively less liquid and more volatile than actively traded securities listed on a major exchange. Bulletin board stocks may be subject to different trading rules and systems than other securities and I may encounter significant delays in executions, reports of executions and updating of quotations in trading bulletin board stocks. Public Investing in its sole discretion may, without prior notice, require limit orders on certain bulletin board stock transactions.

**VII.** All bond orders on Public Investing are limit orders. The quality of the pricing and liquidity displayed at a given time are provided by Apex and can vary significantly due to different market conditions. Bonds are sold in minimum quantities and increments which can change. When I place an order, Public Investing will mark My order as "Not Held." This means Public Investing has time and price discretion to execute My order without being held to the security's currently available quotation (if any). Public Investing will try to obtain the most favorable terms for My order consistent with our duty of best execution. However, it is possible that the market price may move against My order before My order is filled. If I do not wish My order to be handled on a Not Held basis, I will not engage in bond trading through the Services. Bond orders can be entered in two ways. For purchases and sales, I can enter the quantity of bonds I wish to purchase and the price I am willing to accept. If Public Investing can execute My order at that price or better for some or all of the quantity I have selected, Public Investing will execute that order. Alternatively, I can enter a purchase order for a specific amount, as opposed to a specific quantity, and Public Investing will purchase as many bonds as possible within that amount. This could lead to My receiving bonds whose aggregate value is less than the amount you entered. For more information, please see the [Fixed Income Disclosure](#).

**VIII.** Public Investing additionally allows Me to execute “fractional bond” transactions, i.e., bonds transactions in lot sizes under \$1,000 par, through Apex. Fractional bond trading comes with its own set of risks in addition to whole lot bond trading, including greater risk of illiquidity due to only one counterparty in the marketplace trading fractional bonds. For more information about the risks of fractional bond trading, please consult the [Apex Fractional Bond Disclosure](#).

**C. Purchase and Sales.**

**I.** All orders for the purchase of securities given for my Investing Account will be authorized by Me and executed by Apex in reliance on my promise that an actual purchase is intended.

**II.** All orders that I authorize will be processed with the understanding that I will pay for any purchase and deliver certificates to cover all sales on or before the settlement date.

**III.** Company reserves the right to require full payment in cleared funds prior to the acceptance of any order. I will have the required cash, available funds, or equity in my Investing Account prior to the execution and/or settlement of a purchase. I understand that Appendix II to this Public Brokerage Agreement provides further instructions on how to fund My Investing Account.

**IV.** In the event that I fail to provide sufficient funds, Company may, at its option and without notice to Me:

- (1) charge a reasonable rate of interest;
- (2) liquidate the Property subject of the buy order; or
- (3) sell other Property owned by Me and held in any of My Investing Accounts.

**V.** Company may also charge any consequential loss to My Investing Account.

**VI.** For purposes of this Public Brokerage Agreement, “**Property**” means all monies, contracts, investments and options, whether for present or future delivery, and all related distributions, proceeds, products and accessions. This includes all such Property held, maintained or carried by Apex in any manner for Me.

**D. Equity Orders and Payment For Order Flow.** SEC rules require all registered broker-dealers to disclose their policies regarding the receipt of “payment for order flow” in connection with the routing of customer orders for NMS stocks and standardized options. “Payment for order flow” includes, among other things, any monetary payment, service, property, or other benefit that results in remuneration, compensation, or consideration to a broker-dealer from any broker-dealer or exchange in return for routing orders. I acknowledge and agree that, as an introducing broker to My Investing Account, Public Investing relays My stock and options orders to its full-disclosed clearing firm, Apex. Apex then routes My stock and options orders for execution to various national securities exchanges, alternative trading systems, or other broker-deal (collectively, “Market Centers”) based on a number of factors. These factors may include: size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing and reduced execution costs through price concessions from the Market Centers. For clarity, Apex is the party responsible for the duty of best execution in relation to My stock and options orders placed using the Services. I understand that Public Investing may receive a portion of the payment for order flow received by Apex based on its placement of customer trades with Market Centers. Certain of the Market Centers may execute orders at prices superior to the publicly quoted market in accordance with their rules or practices. The order-routing policies, taking into consideration all of the factors listed above, are designed to result in favorable transaction processing for Public Investing customers. Information concerning the nature and source of any

payments and/or credits received by Apex and/or Company in connection with any specific transactions will be furnished upon written request and are made available on Apex's website.

**E. Debit Cards.** Company allows customers to fund their Investing Account using their personal debit card, pursuant to the instructions provided in Appendix II, subject to restrictions. I understand that the use of My debit card to fund My Investing Account is subject to the limits set by Company, which are subject to change at Company's discretion without notice to Me. I understand that I will be approved to link My debit card to My Investing Account solely at Company's discretion, that the requirements for linking a debit card to My Investing Account can be changed at any time by Company, and that Company is not required to provide an explanation if I am unable to link My debit card to My Investing Account. I further understand that if Company believes I am engaging in fraudulent behavior with respect to any debit card transactions or otherwise, Company may restrict My Investing Account and any future Investing Accounts opened by Me. I further understand that if funds transferred via debit card are subsequently reversed, that may result in Company treating that as a failure to provide sufficient funds and act in accordance with the terms herein. I further understand that if funds transferred via debit card are subsequently withdrawn to a bank account, Company may require proof of ownership of the bank account to process the withdrawal. **I further understand and agree that any payment using a debit card will be processed by a third-party processor and/or bank, and that if any transfer of funds to or from my debit card account is incorrectly or improperly processed, Company is in no way responsible for those funds, and I can only look to the third party or parties for any resulting remedy.**

**F. Restrictions on Trading.** I understand that Company may at any time, at its sole discretion and without prior notice to Me: (i) prohibit or restrict My access to the use of the Services and My ability to trade; (ii) refuse to accept or execute any of My transactions; (iii) cancel any of My transactions; (iv) prohibit or restrict the trading of securities, or the substitution of securities, in any of My Investing Account; (v) restrict My ability to deposit or withdraw funds; and (vi) terminate My Investing Account. The closing of My Investing Account will not affect the rights and/or obligations of either party incurred prior to the date My Investing Account is closed. Company shall not be liable for any loss that I may incur due to Company's refusal to permit any deposit, withdrawal, or transaction. In the event of a breach or default by Me under this Public Brokerage Agreement, Company has all rights and remedies available to a secured creditor under all applicable laws and in addition to the rights and remedies provided herein.

In the event that Company terminates my Investing Account or discontinues any Services related to my Investing Account pursuant to this Section, I agree that Company is authorized to: (i) liquidate any securities, instruments or other property in My Investing Account; (ii) send Me the net proceeds (after satisfying any Obligations); and (iii) close My Investing Account. This is without limitation to Company's other rights under this Agreement or otherwise. "**Obligations**" includes all indebtedness, negative or debit balances, liabilities, or other obligations of any kind of Me to Company, whether now existing or hereafter arising. Company will not be responsible for any losses caused by the liquidation of securities, instruments or other property pursuant to this paragraph, including but not limited to any tax liabilities.

**G. Automated Systems.** I consent to the use of automated systems or service bureaus by Public Investing and Apex, and their respective affiliates, in conjunction with My Investing Account, including, but not limited to, automated order entry and execution, record keeping, reporting and account reconciliation and risk management systems (collectively "**Automated Systems**"). I understand that the use of Automated Systems entails risks, such as interruption or delays of service, errors or omissions in the information provided, system failure and errors in the design or functioning of such Automated Systems (collectively, a "**System Failure**") that could cause substantial damage, expense or liability to Me. I understand and agree that Indemnified Parties will have no liability whatsoever for any claim, loss, cost, expense, damage or liability of Me arising out of or relating to a System Failure.

**H. Distributions.** In the event that I sell a security prior to its ex-dividend/distribution date, and I receive the related cash/stock dividend or distribution in error, I direct Company on My behalf

to pay such dividend/distribution to the entitled purchaser of the securities I sold, and I guarantee to promptly reimburse Company for, or deliver to Company, said dividend or distribution.

**I. Payment of Indebtedness Upon Demand; Right of Offset.** I shall be liable at all times for and agree to make full payment of any Obligations owing from Me to Public Investing, including any negative or debit balance in My Investing Account. I shall continue to remain liable for any negative balance or deficiency remaining in My Investing Account in the event of the liquidation thereof, in whole or in part, by Public Investing or by Me. Public Investing may elect anytime, with or without notice, to make a negative balance or other Obligation related to My Investing Account due and payable, and I shall immediately make payment of all such Obligations upon demand. I authorize Public Investing to recover the amounts I owe, and to debit, charge, or otherwise exercise a right of offset to recover funds from the balance in My Investing Account, external bank account, or any other payment instrument linked to My Investing Account. This authorization and/or right of offset shall survive termination of My Investing Account and this Agreement. If Public Investing's attempt to recover funds is unsuccessful: (i) I agree that the authorization and/or right of offset hereunder includes a grant to Public Investing of any additional authorizations and/or rights of offset required to recover the amount I owe to Public Investing in complete compliance with any applicable laws, rules, or industry regulations; and (ii) I acknowledge that Public Investing may refer My Investing Account and Obligations to one or more collections agencies. Public Investing may take the actions outlined in this section without prior notice to Me.

**J. Costs of Collection.** Without limitation to any other indemnities in this Agreement, all losses, costs, and expenses, including but not limited to reasonable attorneys' or collections agent fees and expenses, incurred and payable or paid by Public Investing in the (i) collection of a negative balance or any unpaid deficiency in any of My Investing Accounts or (ii) defense of any matter arising out of My securities transactions, shall be payable to Public Investing by Me.

## **7. Use of Market Data and Disclaimer of Warranties.**

**A.** I understand that each participating national securities exchange or association asserts a proprietary interest in all of the market data it furnishes to parties that disseminate said data. I understand that neither Public Investing nor any participating national securities exchange or association nor any other supplier of market data (each a "**Disseminating Party**") guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to or by any party. I understand that neither Public Investing nor any Disseminating Party warrants that the Services will be uninterrupted or error-free. I understand that Xignite, Moment Technologies, Inc., and/or one or more third parties provide market data to Public Investing customers including Me for non-professional use only. I understand and agree that I will not use the market data provided to Me in any way related to My professional activities, including but not limited to any activities as a broker, investment adviser or any other financial intermediary or entity. Additionally, it is possible that other users of the Public Service may upload "User Content" (as defined in the Terms of Service) which may include market data, such User Content is governed by the Terms of Service and not warranted by or an opinion or recommendation of Public Investing. While market data is made available to Me, I understand that it is not developed or endorsed by Public Investing; nor does it constitute any recommendations or solicitations by Public Investing to purchase or sell any security. In no event will Public Investing be liable to Me for any investment decision I may make based upon My reliance on or use of the market data made available through the Services.

**B.** I understand and agree that My use of the Brokerage Service is at My sole risk. I agree not to reproduce, distribute, sell or commercially exploit the market data in any manner without written consent from Public Investing. The Services are provided on an "as is," "as available" basis without warranties of any kind, either express, implied, statutory or otherwise, including, without limitation, those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Public Brokerage Agreement. For additional information on data provided within the App, please see our Data Disclosure.

**C.** Neither I, nor any other person will hold Public Investing or any Disseminating Party liable in any way for (A) any error, inaccuracy, omission of, or delay in, (i) any data, market data, communication, information or message, or (ii) the transmission or delivery of any such data, communication, information or message; or (B) losses, costs, expenses, damages, obligations, penalties, liabilities, demands, debts, charges, causes of action, claims, fines, penalties, and taxes of any kind or nature (including attorneys' fees and legal expenses) whether known or unknown or damage arising from or occasioned by (i) any such error, inaccuracy, omission of, or delay, (ii) non-performance or (iii) interruption in any data, market data, communication, information or message, whether due to any act or omission by Public Investing, any of its affiliates or their respective officers or employees, or any Disseminating Party or to any force majeure or other event beyond the reasonable control of Public Investing, its affiliates, their respective officers and employees or any Disseminating Party.

**D.** I understand and agree that Public Investing will not be liable to me or to third parties, or have any responsibility whatsoever, for any special, indirect, incidental or consequential damages (including lost profits, trading Losses and damages) that I may incur in connection with my use of the Services provided by Public Investing under this Public Brokerage Agreement.

## **8. Limitation of Liability; Indemnification.**

**A. LIMITATION OF LIABILITY.** To the fullest extent permitted by law, except as otherwise expressly provided in this Public Brokerage Agreement, I understand and agree that Public Investing, its affiliates, their respective officers, directors, employees and agents, and the providers (collectively, the "**Public Investing Parties**") will not be liable to me or to third parties under any circumstances, or have any responsibility whatsoever, for any special, indirect, incidental, punitive or consequential damages (including trading Losses, damages, loss of profits, revenue, or goodwill) that I may incur in connection with my use of the Brokerage Service provided by Public Investing or any of its affiliates under this Public Brokerage Agreement (including my use of the App, the Website, Public Investing's or its affiliates' technology and/or intellectual property, the market data, the information, or the content), breach of this Public Brokerage Agreement, or any termination of this Public Brokerage Agreement, whether such liability is asserted on the basis of contract, tort (including negligence), or otherwise, and whether or not foreseeable, even if any Public Investing Party has been advised or was aware of the possibility of such loss or damages. The Public Investing Parties will not be liable by reason of delays or interruptions of the Service or transmissions, or failures of performance of their respective systems regardless of cause, including those caused by governmental or regulatory action, the action of any exchange or other self-regulatory organization, or those caused by software or hardware malfunctions to the fullest extent permitted by law, except as otherwise expressly provided in this Public Brokerage Agreement, the Public Investing Parties and Apex or any of Apex's affiliates (collectively, the "**Indemnified Parties**") will not be liable for any Losses or damages by or with respect to any matters pertaining to My Investing Account, except to the extent that such Losses are actual Losses and are determined by a court of competent jurisdiction or an arbitration panel in a final non-appealable judgment or order to have resulted solely from indemnified Parties' gross negligence or willful misconduct. I also agree that Indemnified Parties will have no responsibility or liability to Me in connection with the performance or nonperformance by any exchange, clearing organization, or other third party (including, without limitation, other clearing firms, banks and International Executing Brokers) or any of their respective agents or affiliates, of its or their obligations relative to any securities. I agree that Indemnified Parties will have no liability, to Me or to third parties, or responsibility whatsoever for: (i) any Losses resulting from a cause over which Indemnified Parties do not have direct control, including but not limited to the failure of mechanical equipment, unauthorized access, theft, operator errors, government restrictions, force majeure (as defined in Section 9), Exchange rulings or suspension of trading; and (ii) any special, indirect, incidental, consequential, punitive or exemplary damages (including lost profits, trading losses and damages) that I may incur in connection with My use of the brokerage and other services provided by Indemnified Parties under this Public Brokerage Agreement. Further, if I authorize or allow third parties to gain access to Public Investing Services, including My Investing Accounts, I will defend and indemnify Public Investing against any Losses arising out of claims or suits by such third parties based upon or relating to such

access and use. Public Investing does not warrant against loss of use or any direct, indirect or consequential damages or losses to Me caused by My assent, expressed or implied, to a third party accessing My Investing Account or information, including access provided through any other third-party systems or sites.

**B. Indemnification.** I agree to indemnify, defend and hold harmless Indemnified Parties from, all Losses and any damages that result from: (i) any noncompliance by Me with any of the terms and conditions of this Agreement; (ii) My or My agent's misrepresentation or alleged misrepresentation, or act or omission; (iii) any third- party actions related to My use of the Website, App, or Services; (iv) Indemnified Parties following My or My agent's directions or failing to follow My or My agent's unlawful or unreasonable directions; (iii) any activities or services of the Indemnified Parties in connection with the My Investing Account (including, without limitation, any technology services, reporting, trading, research or capital introduction services); (iv) the failure by any person not controlled by the Indemnified Parties and their affiliates to perform any obligations to Me; or (v) any actions I take that result in liability to the Indemnified Parties or other users, including without limitation under the federal or state securities laws. Further, if I authorize or allow third parties to gain access to the Services, including My Investing Account, I will indemnify, defend and hold harmless the Indemnified Parties against any Losses arising out of claims or suits by such third parties based upon or relating to such access and use.

## **9. Tax Reporting; Tax Withholding.**

**A. Tax Reporting.** The proceeds of transactions and dividends paid will be reported to the Internal Revenue Service in accordance with applicable law. I understand and agree that My obligations relating to this Section 9 of this Public Brokerage Agreement are also covered by My agreement with Apex.

**B. U.S. Persons.** This section is applicable if I am a U.S. person. Under penalties of perjury, I certify that the taxpayer identification number that I have provided or will provide to Company (including, without limitation, any taxpayer identification number on any Form W-9 that I have provided or will provide to Company) is My correct taxpayer identification number. I certify that I am not subject to backup withholding and I am a U.S. Person (including a U.S. resident alien). If a correct Taxpayer Identification Number is not provided to Public Investing, I understand I may be subject to backup withholding tax at the appropriate rate on all dividends, interest and gross proceeds paid to me. Backup withholding taxes are sent to the IRS and cannot be refunded by Public Investing. I further understand that if I waive tax withholding and fail to pay sufficient estimated taxes to the IRS, I may be subject to tax penalties.

**C. International Investors.** This section is applicable if I am an International Investor that is not otherwise a U.S. person. Under penalties of perjury, I certify that the information I have provided or will provide to Company on Form W-8BEN-E is correct and complete.

## **10. Cash Held in My Investing Account.**

**A. High-Yield Cash Account.** I understand that Public Investing gives me the option of opening an Investing Account that is designated as My "**High-Yield Cash Account.**" I understand that the High-Yield Cash Account is a brokerage account that has special features and limitations. Specifically, the High-Yield Cash Account can hold only cash and not securities, and I will not be able to place orders to buy or sell securities from my High-Yield Cash Account. The purpose of the High-Yield Cash Account is to allow me to earn interest on funds held in my High-Yield Cash Account while I decide how such funds will be invested in the longer term. If I elect to open a High-Yield Cash Account, cash deposited by me into that account will be automatically transferred ("swept") into one or more interest-bearing accounts at one or more unaffiliated third party program banks ("Partner Banks") in accordance with the [High-Yield Cash Account Terms and Conditions](#). A current list of Partner Banks can be found at <https://public.com/disclosures/apex-high-yield-cash-account-bank-partners-list>. Small balances in



your High-Yield Cash Account may not earn interest. Upon notice to me, Public Investing may transfer non-interest earning balances from my High-Yield Cash Account back to My Investing Account. I understand that funds held in my High-Yield Cash Account are protected by SIPC, and that funds that have been swept to a Partner Bank are not protected by SIPC but rather are eligible for FDIC insurance of up to \$5 million in the aggregate or \$250,000 per Partner Bank, inclusive of any other deposits I may hold at each bank in the same ownership capacity. I understand that none of Public Investing, Apex or any of their affiliates is a bank. For full terms and conditions, please consult the [High-Yield Cash Account Terms and Conditions](#).

**B. Cash Held in Other Investing Accounts.** If I hold cash in My Investing Account other than My High-Yield Cash Account, such cash will be held as free credit balances, will not be swept to Partner Banks, will not earn interest and will not be eligible for FDIC insurance. Such cash will be eligible for SIPC protection. I understand that Public Investing and Apex will not be obligated to pay interest on any free credit balance in my Investing Account. I further understand that Public Investing receives rebates from Apex derived from free credit balances in my Investment Accounts. I understand that if I want to earn interest on cash held in an Investing Account, and want such cash to be eligible for FDIC insurance, I need to open a High-Yield Cash Account and deposit cash into that account.

**C. Retirement Accounts.** I understand that Public Investing gives Me the option of opening an Individual Retirement Account and/or a Roth Individual Retirement Account, which are each separate brokerage accounts with Company and designated, individually or collectively, as My **"Retirement Account."** The Retirement Account is subject to all the terms and conditions of your Investing Account and relies on the information provided by You to Public Investing when you opened Your Investing Account. If that information is no longer accurate, please update your profile on the Public App. Additionally, You understand that the Retirement Account is also governed by the Apex Clearing Individual Retirement Custodial Account Agreement or the Apex Clearing Roth Individual Retirement Custodial Account Agreement (as applicable), including the Disclosure Statements and Privacy Policy included therein. By opening and maintaining a Retirement Account, You understand that the Company does not provide tax advice concerning your Retirement Account and You agree to consult with your own tax adviser concerning any tax implications that may arise as a result of opening and investing in a Retirement Account on the Public app.

## 11. Bond Account.

**A. Cash and Bonds Held in My Bond Account.** I understand that Public Investing gives Me the option of opening a separate brokerage account that is designated as My **"Bond Account."** The Bond Account is subject to all the terms and conditions of your Investing Account and relies on the information provided by you to Public Investing when you opened your Investing Account. If that information is no longer accurate, please update your profile on Public App. Additionally, I understand that the Bond Account is a self-directed brokerage account that has special features and limitations. Specifically, the Bond Account can hold only cash and a predetermined list of bonds, and I will not be able to place orders to buy or sell any other securities from my Bond Account. If I elect to open a Bond Account, cash deposited by Me into that account will be automatically invested in the bonds available in the account pursuant to the Bond Account Terms and Conditions. Additionally, amounts withdrawn from the account may require the sale of bonds in the account pursuant to the priority list. I understand that cash and securities held in my Bond Account are protected by SIPC up to the amounts determined by law. For full terms and conditions, please consult the [Bond Account Terms and Conditions](#), [Fixed Income Disclosure](#), and the [Fractional Bonds Disclosure](#).

## 12. Services the Company is Not Providing.

**A.** Company will act only as a broker-dealer and not as an investment adviser governed by the Investment Advisers Act of 1940.

**B.** When I act as a self-directed investor, I am responsible for determining the suitability of any particular investment strategy, transaction, or security. Company has no responsibility for any such determination.

**C.** I understand that while Company operates the Public Service, it is not a vehicle through which Company provides advice or trading signals. I further understand that any information made available through the Public Service by Company does not constitute an individualized recommendation by Company to buy, sell or hold a particular security.

**D.** As described in the Terms of Service, certain features of the Public Service may permit users to upload and post content to the Public Service. I understand that User Content (as defined in the Terms of Service) is not pre-screened by Company, is not advice created or provided by Company, and does not constitute a recommendation by Company to buy, sell or hold any security or securities. I understand further that Company does not monitor or supervise any of the third parties that post User Content to the Public Service, and no such third parties are Company's supervised persons. Company has no responsibility and will have no liability for User Content or any other third-party content whatsoever.

**E.** Unless otherwise agreed to in writing, Company does not have discretionary authority over My Investing Account or an obligation to monitor, review or make recommendations for the investment of securities in My Investing Account.

**F.** I understand that Public Investing does not provide tax, legal, or estate planning advice.

**G.** I understand that when I request assistance from Company employees in using the investment tools available through the Brokerage Service, it will be limited to an explanation of the tool's functionality and, if requested by Me, to the entry by Company employees of variables provided by Me, and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction, or solicitation of any orders.

### **13. ACH and International Wire Transfers.**

**A. ACH Transfers.** Money deposited via Automatic Clearing House ("**ACH**") is normally not available for withdrawal for 5 to 10 business days. Within 63 days of the date of My ACH deposit, My funds may only be withdrawn to the bank account from which such funds were deposited. I understand that for the ACH transfers to be established, at least one common name must match exactly between My Public Investing and bank account. To send and receive ACHs, My bank must be a member of the ACH system. If I make an ACH deposit into My Investing Account, My ability to withdraw funds related to such ACH deposit will be at the sole discretion of Public Investing. An ACH bank reversal may occur when (A) there are insufficient funds in My bank account, (B) there is a duplicate transaction, (C) the transaction is denied or reversed by the bank, or (D) the type of account is incorrect. I acknowledge that in the event of an ACH reversal, I will incur a fee. Before making an ACH transfer, I agree to check Public Investing's most recent Commissions and Fees Schedule, available at <https://public.com/disclosures>. I agree that I am solely liable and responsible for any ACH reversal fees that I incur, and should I incur an ACH reversal, any positions paid for with uncleared funds will be liquidated unless they are properly paid for within 2 business days. Further, if I make an ACH deposit and such funds fail to clear, Public Investing reserves the right to take any further action described in this Public Brokerage Agreement to receive the funds owed to Public Investing.

**B. International Wire Transfers.** Public Investing does not allow for international wire transfers.

**C. Domestic Wire Transfers.** If I arrange for a wire transfer to be directed to My Investing Account, I am responsible for ensuring that such wire is initiated properly, addressed properly, and bears appropriate wire instructions in exactly the form required by Company for identification of Me

and My Investing Account. I understand that any erroneous, mismatched or incomplete identifying information on an incoming wire transfer may result in such wire being rejected, lost, posted to an incorrect Investing Account or returned to the originating bank without notice to Me and I agree to indemnify and hold Public Investing Parties harmless from any Losses arising out of or relating to any erroneous, mismatched or incomplete identifying information on an incoming wire.

By sending Company a wire transfer request, I authorize Company and its bank service provider to act on My behalf to initiate the wire transfer or check disbursement. It is My responsibility to ensure that My instructions are accurate before requesting Company to initiate a wire transfer. In order to complete My wire transfer request, My name and My address on file in My Investing Account must match what I have on file at the recipient bank; and I must provide the correct recipient bank's name, recipient bank's address, recipient bank account number, and BIC/SWIFT code.

In accepting wire transfer requests, Company may rely upon the identifying number (such as routing number, account number and BIC/SWIFT code) of the recipient, the recipient's financial institution or any intermediary bank, as instructed. Also, the recipient's bank in the wire transfer requests may make payment on the basis of the identifying number even if it identifies a person or entity different from the named recipient. If I provided Company with incorrect instructions or recipient information I may lose the amount of the wire transfer. I agree to indemnify and hold Public Investing Parties harmless from any Losses arising out of or relating to any erroneous, mismatched or incomplete identifying information on an outgoing wire.

I must have sufficient available balance in My Investing Account to cover the wire transfer amount and the wire transfer fee at the time I send Company the wire transfer request. Company will not be obligated to make any wire transfer unless I have sufficient available balance in My Investing Account to cover the wire transfer amount and the wire transfer fee at the time I send Company the wire transfer request. Company has the right to neither send nor process any wire transfer request without notice in the event of insufficient available funds. Company may also reject any wire transfer request for any reason or no reason. All wire transfer requests provided to Company are subject to its review and acceptance. Company confirmation, if any, of the receipt of My wire transfer request is an indication only that Company has received My wire transfer request. Company reserves the right to refuse to pay any wire transfer recipient whom I designate in the wire transfer request.

A wire transfer request cannot be amended or canceled after Company receives it. Company may in its sole discretion attempt to abide by a subsequent request for a change, but Company is not obligated to do so. Any acceptance by Company of a request by Me to amend, recall, or trace a wire transfer is made conditionally upon the express understanding by Me that Company cannot guarantee fulfillment of such a request and that Company is not responsible for any failure to change, recall, or trace such wire transfer. I agree to indemnify and hold Public Investing Parties harmless from any Losses arising out of or relating to an attempt to amend or cancel a wire transfer.

All wire transfer requests received by Company after the cutoff time will be reviewed and processed within a commercially reasonable time, generally within one business day. Wire transfer requests entered after the cutoff time may start to process immediately, in Company's sole discretion. I understand that any cutoff times referenced in this Public Brokerage Agreement reflect the times displayed on Company's internal system clocks and may not necessarily be synchronized with the internal clock displayed on My personal device. For this reason, Company suggests that I send any wire transfer requests to Company sufficiently in advance of such cutoff times to eliminate the possibility of missing the cutoff.

Notwithstanding any information I provide on My wire transfer request to the contrary, Company reserves the right to use any funds transfer system and intermediary bank in the execution of My wire transfer request, and Company may use any means of executing wire transfer requests that it deems reasonable in the circumstances. I authorize such funds transfer systems and any intermediary or recipient banks to deduct fees from the funds transferred. I understand that Company or any intermediary or recipient banks may apply their prevailing currency exchange rate(s) in the conversion and payment of funds. I am aware that currency exchange rates fluctuate

over time, and I accept the risks of such fluctuation. I also understand that all incoming and outgoing wire transfers must be in U.S. dollars.

I agree that I will not hold Public Investing Parties liable for any damages resulting from an intermediary or recipient bank's decision not to accept any wire transfer. Company is not responsible for any fees, delay, misplacement, loss, errors, any act or failure to act by Company or an intermediary or recipient bank or any other third party. I agree that My wire transfers are subject to the fees set forth in Company Commissions and Fees schedule, available at <https://public.com/disclosures>. I also agree that I am solely responsible for all such fees, including, without limitation, wire transfer reversal fees for both incoming and outgoing wire transfer requests. Additionally, I agree that I am solely responsible for any additional fees that any originating, intermediary, or recipient banks may charge.

#### **14. Electronic Services.**

**A. Electronic Delivery of Trade and Investing Account Information; Notice.** All communications, including account statements, trade confirmations, margin calls, notices, disclosures, regulatory communications and other information, documents, data and records regarding My Investing Account, or an alert that such communication has been posted to the secure section of the Website or the App, and is available for viewing, may be sent to Me at the mailing address for My Investing Account or the email address that I have given to Company in My account application (to either email address in the case of joint accounts where each account holder has given an email address; notice to both email addresses is not required) or at such other address as I may hereafter give Company in writing or by email at least 10 calendar days prior to delivery, and all communications so sent, whether in writing or otherwise, will be deemed given to Me personally, whether actually received or not.

**B. Electronic Signatures and Modifications to the Public Brokerage Agreement.** I agree to transact business with Company electronically. By electronically signing an application for an account, I acknowledge and agree that such electronic signature is valid evidence of My consent to be legally bound by this Public Brokerage Agreement and such subsequent terms as may govern the use of the Brokerage Service. The use of an electronic version of any document fully satisfies any requirement that the document be provided to Me in writing. I accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. I acknowledge and agree that Public Investing may modify this Public Brokerage Agreement from time to time, and I agree to consult [www.public.com/disclosures](http://www.public.com/disclosures) from time-to-time for the most up-to-date Public Brokerage Agreement.

The electronically stored copy of this Public Brokerage Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Public Brokerage Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. I agree to not contest the admissibility or enforceability of Public Investing electronically stored copy of the Public Brokerage Agreement.

**I. Consent to Electronic Delivery of Documents.** By agreeing to electronic delivery, I am giving My informed consent to electronic delivery of all Investing Account Documents, as defined below, other than those I have specifically requested to be delivered in paper form. **"Investing Account Documents"** include notices, disclosures, current and future account statements, regulatory communications (such as prospectuses, proxy solicitations, and privacy notices), trade confirmations, and any other information, documents, data, and records regarding My Investing Account and the services (including amendments to this Public Brokerage Agreement) delivered or provided to me by Public Investing, the issuers of the securities and/or other property in which I invest, and any other parties. I agree that I can download, save, and/or print any Investing Account Documents I receive via electronic delivery for my records.

**II. Electronic Delivery System.** I acknowledge that Company's primary methods of communication with Me include, without limitation, (A) posting information on the App and/or

Website, (B) providing information via the App and/or Website, and (C) sending email(s) to My email address of record, and, (D) to the extent required by law or regulation, providing Me with notice(s) that will direct Me to the App and/or the Website where I can read and print such information. Unless otherwise required by law or regulation, Company reserves the right to post Investing Account Documents on the Website without providing notice to Me. Further, Company reserves the right to send Investing Account Documents to My postal or email address of record, or via the App. I agree that all investing Account Documents provided to Me in any of the foregoing manner are considered delivered to Me personally when sent or posted by Public Investing, whether I receive or review it or not.

All email notifications regarding Investing Account Documents will be sent to My email address of record. I understand that email messages may fail to transmit promptly or properly, including being delivered to SPAM folders. I further understand that it is my sole responsibility to ensure that any emails from Public Investing are not marked as SPAM. Regardless of whether or not I receive an email notification, I agree to check the Website regularly to avoid missing any information, including, without limitation, time sensitive or otherwise important communication.

Additionally, I acknowledge that the Internet is not a secure network and agree that I will not send any confidential information, including, without limitation, Investing Account numbers or passwords, in any unencrypted emails. I also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold Public Investing Parties harmless for any such access regardless of the cause.

I agree to promptly and carefully review all Investing Account Documents when they are delivered and notify Public Investing in writing if I object to the information provided within five (5) calendar days from the date confirmations are sent and within ten (10) days after My Account statements are posted online. If I fail to object in writing within five (5) calendar days of delivery from the date confirmations are sent and within ten (10) days after My Account statements are posted online, Public Investing is entitled to treat such information as accurate and conclusive.

**III. Costs.** Potential costs associated with electronic delivery of Investing Account Documents may include charges from Internet access providers and telephone companies, and I agree to bear these costs.

**IV. Archival.** Through the Website, I will have access to an archive of all documents I received via electronic delivery for a period of one (1) year, subject to additional regulatory requirements. Upon My request, I may obtain copies of earlier documents for up to six (6) years for account statements, and three (3) years for trade confirmations.

**V. Revocation of Consent.** Subject to the terms of this Public Brokerage Agreement, I may revoke or restrict My consent to electronic delivery of Investing Account Documents at any time by notifying Public Investing in writing of my intention to do so. I also understand that I have the right to request paper delivery of any Investing Account Document that the law requires Public Investing to provide Me in paper form. I understand that if I revoke or restrict My consent to electronic delivery of Investing Account Documents or request paper delivery of the same, Public Investing, in its sole discretion, may charge Me a reasonable service fee for the delivery of any Investing Account Document that would otherwise be delivered to Me electronically, restrict or close My Investing Account, and/or terminate My access to Public Investing Services. I understand that neither My revocation or restriction of consent, My request for paper delivery, nor Public Investing delivery of paper copies of Investing Account Documents will affect the legal effectiveness or validity of any electronic communication provided while My consent was in effect.

**VI. Duration of Consent.** My consent to receive electronic delivery of Investing Account Documents will be effective immediately and will remain in effect unless and until either I or Public Investing revokes it. I understand that it may take up to three (3) business days to process a revocation of consent to electronic delivery, and that I may receive electronic notifications until such consent is processed.

**VII. Hardware and Software Requirements.** I understand that in order to receive electronic deliveries, I must have access to the Internet, a valid email address, and the ability to download such applications as Public Investing may specify and to which I have access. I also understand that if I wish to download, print, and/or save any information I wish to retain, I must have access to a printer or other device in order to do so.

**VIII. Consent and Representations.** I hereby agree that I have carefully read the above information regarding informed consent to electronic delivery and fully understand the implications thereof. Additionally, I hereby agree to all conditions outlined above with respect to electronic delivery of any Investing Account Document. I will maintain a valid email address and continue to have access to the Internet. If my email address changes, I agree to immediately notify Public Investing of my new email address in writing.

**15. Arbitration.**

**A.** THIS PUBLIC BROKERAGE AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS.

**I.** ALL PARTIES TO THIS PUBLIC BROKERAGE AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.

**II.** ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

**III.** THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

**IV.** THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 CALENDAR DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

**V.** THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY. THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT TO COURT.

**VI.** THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, WILL BE INCORPORATED INTO THIS PUBLIC BROKERAGE AGREEMENT.

**B.** ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS PUBLIC BROKERAGE AGREEMENT WILL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH THE RULES OF FINRA DISPUTE RESOLUTION, INC. ("**FINRA DR**"). I AGREE TO ARBITRATE ANY CONTROVERSY OR CLAIM BEFORE FINRA DR IN THE STATE OF CALIFORNIA.

**C.** THIS AGREEMENT TO ARBITRATE CONSTITUTES A WAIVER OF THE RIGHT TO SEEK A JUDICIAL FORUM UNLESS SUCH A WAIVER WOULD BE VOID UNDER THE FEDERAL SECURITIES LAWS. IF I AM A FOREIGN NATIONAL, NON-RESIDENT ALIEN, OR IF I DO NOT

RESIDE IN THE UNITED STATES, I AGREE TO WAIVE MY RIGHT TO FILE AN ACTION AGAINST PUBLIC INVESTING PARTIES IN ANY FOREIGN VENUE.

**D.** NO PERSON WILL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PRE- DISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (1) THE CLASS CERTIFICATION IS DENIED; (2) THE CLASS IS DECERTIFIED; OR (3) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT.

Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Public Brokerage Agreement except to the extent stated herein.

**16. Miscellaneous Provisions.** The following provisions also govern this Public Brokerage Agreement:

**A. Headings.** The heading of each provision hereof is for descriptive purposes only and will not: (1) be deemed to modify or qualify any of the rights or obligations set forth herein; or (2) used to construe or interpret any of the provisions hereunder.

**B. Binding Effect; Assignment.** This Public Brokerage Agreement will bind My heirs, assigns, executors, successors, conservators and administrators. I may not assign this Public Brokerage Agreement or any rights or obligations under this Public Brokerage Agreement without first obtaining Company's prior written consent. Company may assign, sell or transfer My Investing Account and this Public Brokerage Agreement, or any portion thereof, at any time, without My prior consent.

**C. Severability.** If any provisions or conditions of this Public Brokerage Agreement are or become inconsistent with any present or future law, rule or regulation of any applicable government, regulatory or self-regulatory agency or body, or are deemed invalid or unenforceable by any court of competent jurisdiction, such provisions will be deemed rescinded or modified, to the extent permitted by applicable law, to make this Public Brokerage Agreement in compliance with such law, rule or regulation, or to be valid and enforceable, but in all other respects, this Public Brokerage Agreement will continue in full force and effect.

**D. Entirety of Agreement.** This Public Brokerage Agreement, any attachments hereto, other agreements and policies referred to in this Public Brokerage Agreement (including, but not limited to, the Website postings), and the terms and conditions contained in My Investing Account statements and confirmations, contain the entire agreement between Public Investing and Me and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between Public Investing and Me, provided, however, that any and all other agreements between Public Investing and Me, not inconsistent with this Public Brokerage Agreement, will remain in full force and effect.

**E. Website and/or App Postings.** I agree and understand that Public Investing may post other specific agreements, disclosures, policies, procedures, terms and conditions that apply to My use of the App, the Website or My Investing Account on the Website. I understand that it is My continuing obligation to understand the terms of such postings, and I agree to be bound by such postings as are in effect at the time of My use.

**F. Amendment.** Company may at any time amend this Public Brokerage Agreement without prior notice to Me. The current version of the Public Brokerage Agreement will be posted on the Website and App and My continued Investing Account activity after such amendment constitutes My agreement to be bound by all then in effect amendments to the Public Brokerage Agreement, regardless of whether I have actually reviewed them. Continued use of the App, the Website or any other Public Investing Services after such posting will constitute My acknowledgment and

acceptance of such amendment. I agree to regularly consult the Website for up-to-date information about Public Investing Services and any modifications to this Public Brokerage Agreement. Company is not bound by any verbal statements that seek to amend the Public Brokerage Agreement.

**G. Termination.** Company may terminate this Public Brokerage Agreement, or close, deactivate or block access to My Investing Account at any time in its sole discretion. If Company decides to close My Investing Account and I fail to transfer it to another broker, I agree that Company is authorized to: (i) liquidate any securities, instruments or other property in My Investing Account; (ii) send Me the net proceeds (after satisfying any Obligations). I will remain liable to Company for all obligations incurred in My Investing Account or otherwise, whether arising before or after termination. Company will not be responsible for any losses caused by the liquidation of securities, instruments or other property pursuant to this paragraph, including but not limited to any tax liabilities. I may terminate this Public Brokerage Agreement after paying any obligations owed upon written notice. This Public Brokerage Agreement survives termination of My Investing Account. Sections 4, 8, 9, 15 and 16 will survive termination or expiration of this Public Brokerage Agreement.

**H. No Waiver; Cumulative Nature of Rights and Remedies.** I understand that Company's failure to insist at any time upon strict compliance with any term contained in this Public Brokerage Agreement, or any delay or failure on its part to exercise any power or right given to it in this Public Brokerage Agreement, or a continued course of such conduct on Company part, will at no time operate as a waiver of such power or right, nor will any single or partial exercise preclude any other further exercise. All rights and remedies given to Company in this Public Brokerage Agreement are cumulative and not exclusive of any other rights or remedies to which it is entitled.

**I. No Third-Party Beneficiaries.** Except with regard to Apex's obligations under Section 8, and as otherwise specifically provided in this Public Brokerage Agreement, the provisions of this agreement are not intended to be for the benefit of or enforceable by any third party.

**J. Governing Law.** This Public Brokerage Agreement and all transactions made in My Investing Account will be governed by the laws of the State of New York (regardless of the choice of law rules thereof), except to the extent governed by the federal securities laws, FINRA Rules, and the regulations, customs and usage of the exchanges or market (and any clearing house) on which transactions are executed.



## APPENDIX I TO PUBLIC BROKERAGE AGREEMENT

### Opening Investing Accounts in accordance with our CIP:

Public Investing and Apex are required to maintain a Customer Identification Program ("CIP"). The objective function of the CIP is to gather and confirm sufficient information from applicants to open an Investing Account while abiding by applicable laws and regulations, including FINRA and Bank Secrecy Act rules. To do this:

- Public Investing will gather personal information, including an applicant's name, address, phone number, date of birth and social security number where applicable.
- Public Investing will attempt to verify the internal consistency of that information by referencing third-party data services.
- If Public Investing can successfully verify the information that the applicant has provided, then Public Investing is able to approve and open such applicant's Investing Account.
- If Public Investing cannot successfully verify that information, Public Investing may ask the applicant to provide documentation that confirms the information Public Investing was unable to verify. For example, if Public Investing cannot verify an applicant's address, it may ask the applicant for a driver's license or utility bill. If Public Investing cannot verify an applicant's date of birth, it may ask for a driver's license or passport. These requests can happen within the App, Website, or via email.
- There are some categories of people who Public Investing cannot or does not currently accept as customers or users, including but not limited to: people with a history of financial crimes, people who are on a "do not do business" list at Apex, and any person that is the subject to sanctions, including persons on OFAC's list of specially designated nationals and persons in certain OFAC-sanctioned countries.
- Some accounts may require enhanced due diligence. Certain trusts, corporate entities, and private investment companies are examples of applicants that may need to provide additional documentation. Public Investing may need to take steps to ensure it can identify and verify beneficial owners, understand the sources and uses of funds in the account, and understand the relationship between the applicant and its beneficial owner(s).
- In opening Investing Accounts, Public Investing also may gather other personal data points to better understand the user's investment suitability, such as employment status, employer, job title, number of dependents, assets, income, investment objectives and additional related information. This information does not generally influence Public Investing ability to approve the applicant's Investing Account but may be used to enhance the services provided to users.
- Proceeding through all steps of the CIP does not necessarily mean Public Investing will open an Investing Account for any applicant.
- While Public Investing often can approve Investing Accounts within minutes for applicants whose identity and information Public Investing can successfully verify, there are certain instances in which it cannot complete the CIP process as quickly. Investing Accounts for applicants sometimes are not approved until after the day on which adequate information is provided depending on the nature or complexity of the account or applicant's information and the timing of submitting such information.

At all times, Public Investing retains sole and complete discretion to reject a member's application to open an Investing Account and may revoke its authorization for the Investing Account without notice using the methods described in this Brokerage Agreement.

## APPENDIX II TO PUBLIC BROKERAGE AGREEMENT

### Funding and Withdrawals:

The objective function of funding is to allow Public Investing users to add funds to and withdraw funds from their Investing Accounts with as little friction as possible, while limiting fraud and ACH returns. To do this, Public Investing offers 2 primary ways for users to fund their Investing Accounts:

- ACH Funding and Withdrawals
  - To allow users to use ACH funding and withdrawals, Public Investing needs to collect user bank account and routing number to verify the user's ownership of each external bank account in order to link that bank account to the Investment Account. Public Investing currently does this in two ways:
    - Plaid log-in: our members log-in to their bank account using their online banking credentials. We verify the name on the bank account matches the name on their Public Investing Account.
    - Micro-deposits: Users submit their bank account and routing number to Public Investing which passes such information to Apex, and Apex submits 2 micro-deposits into such bank account. The user is notified and is asked electronically by Public Investing to login to the App or Website and confirm those two deposit amounts to verify the user's ownership of the external bank account.
- Debit Card: Funding & Withdrawals
  - Overview. Public Investing may allow a user to: (1) to make a cash deposit from their external bank account into their Investing Account through their linked personal debit card ("Debit Card Funding"); (2) withdraw cash from their Investing Account to their external bank account via their linked debit card ("Instant Withdrawal"). To verify and process debit card transactions, Public Investing may utilize one or more third-party payment processors or gateways ("Payment Processor"), including but not limited to Stripe, Inc.
  - Enablement. In order to enable Debit Card Funding or Instant Withdrawal, a user must: (1) log in to the App or Website; (2) elect to link their debit card ("Debit Card"); and (3) provide their Debit Card information. If verified, the user will be permitted to transfer funds into their Investing Account from the external bank account ("Bank Account") and bank ("Bank") associated with their Debit Card, or to withdraw funds from their Investing Account into their Bank Account and Bank.
  - Debit Card Funding. To initiate Debit Card Funding, a user must first log into the App or Website and request the amount of funds ("Deposit Amount") that they wish to transfer from their Bank Account into their Investing Account. Each Debit Card Funding request by a user shall be referred to as a "Deposit Request." When a user makes a Deposit Request, the Payment Processor will verify that the Deposit Request is authorized and that the user holds sufficient funds in their Bank Account. If successfully authorized, Public Investing will immediately credit the user's Investing Account with the amount of the Deposit Request. Settlement of funds between Public Investing and the Bank typically takes one or two business days. When funds are sent by the user's Bank to Apex / Public Investing, those funds typically transit through a bank account ("Intermediary Bank") managed by the Payment Processor to a facilitation account at Apex, after which Apex credits the funds in the facilitation account to the user's individual Investing Account.
    - Funds held in the user's Bank Account are eligible for FDIC protection. Once the user's funds are transferred from the Intermediary Bank to Apex, they are protected by SIPC. Note that the user's funds are not subject to SIPC protection when the funds are in the Payment Processor's Intermediary Bank.
  - Instant Withdrawal. To initiate Instant Withdrawal, a user must first log in to the App or Website and request the amount of funds ("Withdrawal Amount") that they wish to transfer from their Investing Account to their Bank Account. The Withdrawal Amount is subject to a fee charged by Public Investing.

- We also accept wires and ACATS.
- Some potential issues with funding that may arise, among others:
  - ACH reversals: when a member's deposit is reversed either because there were insufficient funds in the member's bank account or because the transaction was not properly authorized.
    - In the event of an ACH reversal, any cash will be returned from the user's Investing Account to the sending bank account and the member's buying power will be reduced accordingly. If this removal leaves the Investing Account in a debit, the member will have 2 days to deposit additional funds to avoid having assets sold to cover the debit. Assets will be sold at the discretion of Public Investing and Apex. The user will be liable to Public Investing for any debit balance or deficiency remaining in the Investing Account after such liquidation.
    - Public Investing may also restrict a member's deposit, withdrawal, and investment abilities, or terminate and liquidate the Investment Account based on ACH Return activities. These determinations will also be made at the sole discretion of Public Investing and/or Apex.
  - Debit chargeback: when a user tells their bank that a debit charge was unauthorized, and the bank will attempt to pull back the funds.
    - In the event of a debit chargeback, if available, the cash will be removed from the user's Investing Account. If this cash leaves the Investing Account in a debit, the member will have 2 days to deposit additional funds to avoid having assets sold to cover any debit. Assets will be sold at the discretion of Public Investing. The user will be liable to Public Investing for any debit balance or deficiency remaining in the Investing Account after such liquidation.
    - Public Investing may also restrict a member's deposit, withdrawal, and investment abilities based on debit chargeback activities. These determinations will also be made at the discretion of Public Investing.
- To limit fraud, Public Investing may:
  - Allow members to change their bank account periodically, but reserve the right to restrict a member's deposit and withdrawal abilities based on account linking behavior; and/or
  - Review all withdrawals that are being sent to a different account from the original deposit account.
    - Public Investing may reject a withdrawal for any reason, and/or ask for additional information (such as a bank statement).
    - Public Investing reserves the right to send a check to the name and address on file if it cannot verify bank account ownership.

At all times, Public Investing retains sole and complete discretion to take any and all actions described in this Appendix II and/or this Public Brokerage Agreement with regards to a member's ability to fund or withdraw from their Investing Account.