

MARKET DATA ADDENDUM TO
OPEN TO THE PUBLIC INVESTING, INC. BROKERAGE AGREEMENT

This Addendum ("Addendum") supplements and is made a part of the Open to the Public Investing, Inc. Brokerage Agreement ("Agreement") between Open to the Public Investing, Inc. ("Public Investing") and the customer agreeing to such Agreement ("Customer"). This Addendum may be amended from time to time without notice to or consent of Customer. Customer acknowledges that by opening an Investing Account with Public and receiving market data from Public Investing through the Public Investing app and website, Customer agrees to the terms herein.

Customer acknowledges the market data and news information are provided to Public Investing by third party service providers, and that Public Investing is not involved in the preparation, production or editing of such data and Public Investing does not explicitly or implicitly endorse or approve such content. The third-party content providers do not explicitly or implicitly endorse or approve the third-party content, nor do they or Public Investing give investment advice, or advocate the purchase or sale of any security or investment. Market data is provided on an "as is" basis and any use or review of market data is solely at Customer's risk. Public Investing and third-party data service providers: (i) do not warrant the accuracy and reliability of market data provided to Customer, (ii) do not warrant any results from use of any market data, provided, and (iii) shall bear no legal responsibility to the user for any loss or damages arising from information delay, error, or omission of any market data.

MARKET DATA IS PROVIDED AS-IS AND WITHOUT WARRANTY OF ANY KIND BY PUBLIC INVESTING OR ANY THIRD- PARTY PROVIDER. NEITHER PUBLIC INVESTING NOR ANY THIRD-PARTY PROVIDER SHALL BE LIABLE IN ANY WAY FOR (A) ANY INACCURACY, ERROR, OMISSION, INTERRUPTION OR DELAY IN OR RELATING TO MARKET DATA OR THE TRANSMISSION OR DELIVERY OF MARKET DATA, WHETHER DUE TO ACTION OR INACTION OF PUBLIC INVESTING OR ANY THIRD-PARTY OR OTHERWISE. CUSTOMER AGREES NEITHER A THIRD-PARTY NOR PUBLIC INVESTING SHALL BE RESPONSIBLE, AND CUSTOMER SHALL HOLD THEM HARMLESS, FROM ANY LOSSES, LOST PROFITS, MARKET OR TRADING LOSSES, OR OTHER CLAIMS FOR DAMAGES ARISING FROM OR IN CONNECTION WITH CUSTOMER'S USE OR REVIEW OF ANY MARKET DATA. THE LIMITATIONS OF LIABILITY IN THIS ADDENDUM SHALL BE IN ADDITION TO, AND IN NOW WAY LIMIT, THOSE CONTAINED IN THE AGREEMENT OR ANY OTHER AGREEMENT BETWEEN CUSTOMER AND PUBLIC INVESTING NOW OR IN THE FUTURE.

Customer acknowledges Public Investing may change, suspend, or cease its provision of market data or means of sharing such data at any time and without notice, in Public Investing's sole discretion.

Customer warrants and represents it is a "Non-Professional" investor, and that it is not a "Securities Professional. Customer acknowledges it may only receive market data from Public Investing so long as Customer remains a Non- Professional investor. As used herein, "Non-Professional" means any natural person who receives market data solely for their own personal, non-business use and who is not a "Securities Professional." A "Securities Professional" for these purposes includes an individual who, if working in the United States, is: (a) registered or qualified in any capacity with the Securities and Exchange Commission (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, or self-regulatory body; (b) engaged as an "investment advisor" as that term is defined in Section 202 (a)(11) of the Investment Advisor's Act of 1940 (whether or not registered or qualified under that Act), or (c) employed by a bank or other organization exempt from registration under Federal and/or state securities laws to perform functions that would require that individual to be so registered or qualified if they were to perform such functions for an organization not so exempt. A person who works outside of the United States will be considered a "Securities Professional" if they perform the same function(s) as a person who would be considered a "Securities Professional" in the United States. Any use of Market Data for business, professional or other commercial purpose is not compatible with Non-Professional status, even if the commercial use is on behalf of an organization that is not in the securities industry. Customer agrees to notify Public Investing immediately in the event Customer no longer meets the qualifications of a Non-Professional and shall cease use and receipt of market data.

Public Investing may provide or make available to Customer via Public Investing App, website, or otherwise certain market data from third parties, including the New York Stock Exchange (NYSE), NASDAQ, and others.

By accessing market data provided by Public Investing via the Public Investing App, website or otherwise, you hereby agree as follows:

1. You agree to the terms contained in the NYSE Agreement for Market Data Display Services that follows as Annex I to this Addendum with respect to any market data provided by NYSE.
2. You agree to the terms contained in the Nasdaq Agreement for Market Data Display Services that follows as Annex II to this Addendum with respect to any market data provided by NASDAQ.
3. You certify that you fall within the definition of “Nonprofessional Subscriber” and that the personal and employment information that I have provided to Public Investing in connection with my Investing Account is truthful and accurate.
4. You agree to the terms contained in the Morningstar Market Data Agreement that follows as Annex III to this Addendum with respect to any market data provided by Morningstar.
5. You acknowledge that you have read the preceding terms and conditions of this Addendum, understand them, and agree to and shall abide by such terms.

ANNEX I:
NYSE AGREEMENT FOR MARKET DATA DISPLAY SERVICES
(Nonprofessional Subscriber Status)

Open to the Public Investing, Inc. ("Public Investing") agrees to make "Market Data" available to you pursuant to the terms and conditions set forth in this agreement. By executing this Agreement in the space indicated below, you ("Subscriber") agree to comply with those terms and conditions. Section 1 sets forth terms and conditions of general applicability. Section 2 applies insofar as Subscriber receives and uses Market Data made available pursuant to this Agreement as a Nonprofessional Subscriber.

Section 1: Terms and Conditions of General Applicability

1. Market Data Definition – For all purposes of this Agreement, "MarketData" means (a) last sale information and quotation information relating to securities that are admitted to dealings on the New York Stock Exchange ("NYSE*"), (b) such bond and other equity last sale and quotation information, and such index and other market information, as United States-registered national securities exchanges and national securities associations (each, an "Authorizing SRO") may make available and as the NYSE* may from time to time designate as "Market Data"; and (c) all information that derives from any such information.

2. Proprietary Nature of Data – Subscriber understands and acknowledges that each Authorizing SRO and Other Data Disseminator has a proprietary interest in the Market Data that originates on or derives from it or its market(s).

3. Enforcement – Subscriber understands and acknowledges that (a) the Authorizing SROs are third-party beneficiaries under this Agreement and (b) the Authorizing SROs or their authorized representative(s) may enforce this Agreement, by legal proceedings or otherwise, against Subscriber or any person that obtains Market Data that is made available pursuant to this Agreement other than as this Agreement contemplates. Subscriber shall pay the reasonable attorney's fees that any Authorizing SRO incurs in enforcing this Agreement against Subscriber.

4. Data Not Guaranteed – Subscriber understands that no Authorizing SRO, no other entity whose information is made available over the Authorizing SROs' facilities (an "Other Data Disseminator") and no information processor that assists any Authorizing SRO or Other Data Disseminator in making Market Data available (collectively, the "Disseminating Parties") guarantees the timeliness, sequence, accuracy or completeness of Market Data or of other market information or messages disseminated by any Disseminating Party. Neither Subscriber nor any other person shall hold any Disseminating Party liable in any way for (a) any inaccuracy, error or delay in, or omission of, (i) any such data, information or message or (ii) the transmission or delivery of any such data, information or message, or (b) any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such data, information or message, due either to any negligent act or omission by any Disseminating Party, to any "force majeure" (e.g., flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications or power failure, equipment or software malfunction) or to any other cause beyond the reasonable control of any Disseminating Party.

5. Permitted Use – Subscriber shall not furnish Market Data to any other person or entity. If Subscriber receives Market Data other than as a Nonprofessional Subscriber, it shall use Market Data only for its individual use in its business.

6. Dissemination Discontinuance or Modification – Subscriber understands and acknowledges that, at any time, the Authorizing SROs may discontinue disseminating any category of Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. The Authorizing SROs shall not be liable for any resulting liability, loss or damages that may arise therefrom.

7. Duration; Survival – This Agreement remains in effect for so long as Subscriber has the ability to receive Market Data as contemplated by this Agreement. In addition, Public Investing may terminate this Agreement at any time, whether at the direction of the Authorizing SROs or otherwise. Paragraphs 2, 3 and 4, and the first two sentences of Paragraph 8, survive any termination of this Annex I.

8. Miscellaneous – The laws of the State of New York shall govern this Agreement and it shall be interpreted in accordance with those laws. This Agreement is subject to the Securities Exchange Act of 1934, the rules promulgated under that act, and the joint-industry plans entered into pursuant to that act. This writing contains the entire agreement between the parties in respect of its subject matter. Subscriber may not assign all or any part of this Agreement to any other person. The person executing this Agreement below represents and warrants that he or she has legal capacity to contract and, if that person is executing this Agreement on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

9. Certification – By executing my Brokerage Agreement with Public Investing, I, the "Subscriber", certify that he or she falls within the definition of "Nonprofessional Subscriber" and that the personal and employment information that I have provided to Public Investing in connection with my Investing Account is truthful and accurate. I further acknowledge that I have read the preceding terms and conditions of this Annex I, that I understand them, that I agree to and shall abide by such terms.

ANNEX II:
NASDAQ Agreement for Market Data
(Nonprofessional Subscriber)

Public Investing may provide or may make available to Customer certain Market Data that consists of or includes data and Information (as defined herein) owned or provided by NASDAQ. Customer agrees to the terms set out in paragraphs 1-13 below (the "Nasdaq Market Data Agreement"), which constitute a legally binding agreement between Customer and Public Investing.

1. **Use of Data.** Customer is only permitted to access, view, or use any Information for its personal, non-business, use. Customer undertakes to only use Information for Customer's personal, nonbusiness, purposes. Customer agrees not to sell, lease, furnish or otherwise permit or provide access to the Information to any other Person or to any other office or place. Customer agrees not to engage in the operation of any illegal business use or permit anyone else to use the Information, or any part thereof, for any illegal purpose or violate any NASDAQ or SEC Rule or other applicable law, rule, or regulation. Customer agrees not to present the Information rendered in any unfair, misleading, or discriminatory format and to take reasonable security precautions to prevent unauthorized Persons from gaining access to the Information.
2. **Proprietary Data.** Customer acknowledges and agrees that (i) NASDAQ has proprietary rights to the Information that originates on or derives from markets regulated or operated by NASDAQ, and compilation or other rights to Information gathered from other sources; and (ii) NASDAQ's third-party information providers have exclusive proprietary rights to their respective Information. In the event of any misappropriation or misuse by Customer of any Information, NASDAQ or its third-party information providers shall have the right to obtain injunctive relief for its respective materials.
3. **Modifications.** NASDAQ may from time to time, in its sole discretion, make modifications to its system or the Information. Such modifications may require corresponding changes to be made in Public Investing's service or in the way Information is provided or presented and may affect access to or use of some or all of the Information. Neither NASDAQ nor Public Investing shall be responsible for such effects.
4. **Reporting and Audit.** If requested by Public Investing or NASDAQ, Customer undertakes to provide reasonable cooperation including: (i) promptly providing information or materials in response to any reasonable request; and (ii) making available for examination all records, reports, payments, and supporting documentation, in each case relating to the Information, necessary to reach a conclusion as to Customer's compliance with these terms.
5. **System.** Customer acknowledges that NASDAQ, in its sole discretion, may from time-to-time make modifications to its system or the Information. Such modifications may require corresponding changes to be made in the way Information may be displayed or provided. NASDAQ and Public Investing shall not be responsible for such effects.
6. **No Endorsement.** NASDAQ does not endorse or approve any equipment, Public Investing, or Public Investing's service. Public Investing makes no representations or warranties in connection with NASDAQ or Information.
7. **Limitations of Liability.** a. Except as may otherwise be set forth herein, NASDAQ shall not be liable to Customer or any other Person for indirect, special, punitive, consequential or incidental loss or damage (including, but not limited to, trading losses, loss of anticipated profits, loss by reason of shutdown in operation or increased expenses of operation, cost of cover or other indirect loss or damage) of any nature arising from any cause whatsoever, even if NASDAQ has been advised of the possibility of such damages.
b. NASDAQ shall not be liable to Customer or any other Person for any unavailability, interruption, delay,

incompleteness, or inaccuracy of the Information. This section shall not relieve NASDAQ, Customer, or any other Person from liability for damages that result from their own gross negligence or willful tortious misconduct or from personal injury or wrongful death claims. Customer understands and agrees that the terms of this section reflect a reasonable allocation of risk and limitation of liability.

- 8. Disclaimers of Warranties.** NASDAQ and its third-party information providers make no warranties of any kind — express, implied, or statutory (including without limitation, timeliness, truthfulness, sequence, completeness, accuracy, freedom from interruption), any implied warranties arising from trade usage, course of dealing, course of performance or the implied warranties of merchantability or fitness for a particular use or purpose or noninfringement.
- 9. Third-Party Information Providers' Limitation of Liability.** NASDAQ's third-party information providers shall have no liability for any damages for the accuracy of or for delays or omissions in any of the Information provided by them, whether direct or indirect, lost profits, special or consequential damages of Customer or any other Person seeking relief through Customer, even if the third-party information providers have been advised of the possibility of such damages. In no event will the liability of the third-party information providers or their affiliates to Customer or any other Person seeking relief through Customer pursuant to any cause of action, whether in contract, tort or otherwise, exceed the fee paid by Customer or any other Person seeking relief through Customer, as applicable.
- 10. Claims and Losses.** Customer will indemnify NASDAQ and hold NASDAQ and its employees, officers, directors and other agents harmless from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: (a) any noncompliance by Customer with the terms and conditions hereof; (b) any third-party actions related to Customer's receipt and use of the Information, whether authorized or unauthorized; (c) a claim of infringement or other violation of an intellectual property right by Customer or Customer's actions or omissions, equipment or other property.
- 11. Termination.** Customer acknowledges that NASDAQ, when required to do so in fulfillment of statutory obligations, may by notice to Distributor unilaterally limit or terminate the right of any or all Persons to receive or use the Information and that Distributor will immediately comply with any such notice and will terminate or limit the furnishing of the Information and confirm such compliance by notice to NASDAQ. Any affected Person will have available to it such procedural protections as are provided by the Act and applicable rules thereunder. In the event of Customer's breach, discovery of the untruth of any of Customer's representations, or where directed by the SEC in its regulatory authority, NASDAQ may terminate this Nasdaq Market Data Agreement with not less than three (3) days written notice to Customer provided either by NASDAQ or Public Investing.
- 12. Definitions.** The following terms have the following meanings: a. "Act" shall mean the Securities Exchange Act of 1934, applicable only to Information disseminated from a NASDAQ Market in the United States. b. "Information" means certain market data and other data disseminated that has been collected, validated, processed, and recorded by the System or other sources made available for transmission to and receipt from either a Vendor or from NASDAQ relating to: (a) eligible securities or other financial instruments, markets, products, vehicles, indicators, or devices; (b) activities of NASDAQ; (c) other information and data from NASDAQ. Information also includes any element of Information as used or processed in such a way that the Information can be identified, recalculated, or reengineered from the processed Information or that the processed Information can be used as a substitute for Information. c. "NASDAQ" means collectively NASDAQ, Inc., a Delaware limited liability company and its subsidiaries and Affiliates. d. "NASDAQ Markets" shall mean the regulated securities and options exchange subsidiaries of NASDAQ and other regulated market subsidiaries of NASDAQ, including, but not limited to, The NASDAQ Stock Market. e. "Person" means any natural person, proprietorship, corporation, partnership, or other entity whatsoever. f. "SEC" means the U.S. Securities and Exchange Commission. g. "System" means any system NASDAQ has developed for the creation and/or dissemination of Information.

13. Certification. By executing my Brokerage Agreement with Public Investing, I, the "Customer", certify that he or she falls within the definition of "Nonprofessional Subscriber" and that the personal and employment information that I have provided to Public Investing in connection with my Investing Account is truthful and accurate. I further acknowledge that I have read the preceding terms and conditions of this Annex II, that I understand them, that I agree to and shall abide by such terms.

ANNEX III:
Morningstar Market Data Agreement

Open to the Public Investing, Inc. ("Public Investing") may provide or make available to Customer certain market data ("Morningstar Market Data") that is provided directly or indirectly by Morningstar, Inc., Morningstar Research Services LLC, their affiliates, and/or their content providers (collectively, "Morningstar")©2023 Morningstar. All Rights Reserved. The Morningstar Market Data includes, but is not necessarily limited to, information, data, analyses, and opinions from Morningstar.

The Morningstar Market Data: (1) is proprietary to Morningstar; (2) may not be copied or distributed; (3) does not constitute investment advice offered; (4) is provided solely for informational purposes and therefore are not an offer to buy or sell a security; and (5) is not warranted to be accurate, complete, or timely. Morningstar is not responsible for any trading decisions, damages, or losses resulting from, or related to, any use of the Morningstar Market Data. Access to or use of the Morningstar Market Data does not establish an advisory or fiduciary relationship with Morningstar. Past performance is no guarantee of future results.