CONSENT TO PARTICIPATE IN RECOVERY PROGRAM

Open to the Public Investing, Inc. (“Public Investing”) has established a relationship with a firm (“Recovery Firm”) that engages in the business of providing services to Broker Dealers in connection with identifying, asserting and filing claims in class and private action securities litigation. Using a client’s trading data and records the Recovery Firm’s technology, software and systems identifies past security ownership that may make the client eligible to submit claims as a member of the plaintiff class in securities litigation and other actions. The Recovery Firm then prepares and pursues those claims and, where necessary, works with claims administrators and/or outside counsel to complete claims.

Once engaged, and with the permission of Public Investing’s clients, the Recovery Firm would use Public Investing’s and Public Investing’s client data information to determine eligibility to participate in any ongoing class action securities litigation, or to collect funds in connection with settlements or judgments in such litigation. Once the Recovery Firm has determined the cases for which there appears to be eligibility to make claims and receive funds, it will complete and file all required documents and will continue to file all such claims until settlement or judgment proceeds are delivered to the Recovery Firm on behalf of Public Investing (“Paid Claims”) or until it is determined that Public Investing or the Public Investing’s client is not entitled to receive funds. If instructed by Public Investing, the Recovery Firm shall be permitted to exchange Client Data on a confidential basis with outside counsel as such assistance is deemed necessary in order to evaluate potential claims.

This will be an involved process between Public Investing and the Recovery Firm. We are contacting you to get your approval and authorization for Public Investing to proceed on your behalf. To the extent possible, your name will not be used, but the Public Investing associated MPID that your orders utilize will be shared with the Recovery Firm. Any net proceeds that Public Investing receives from this program that relates to holdings or trading attributed to you, will be passed through to you and you will pay Public Investing a fee equaling 50% of any funds recovered as compensation for the services provided therewith.

Acknowledgment

I, on behalf of the undersigned, consent and hereby authorize Public Investing to include my account(s) in the aforementioned recovery program and to provide, as necessary, the Firm’s trading activity or securities holdings. I further acknowledge and understand that Public Investing will be paid a fee equaling 50% of any net fees recovered as a result of Public Investing’s efforts with the Recovery Firm.

By electronically signing an application for an account (clicking ‘Submit’ on the ‘Application Agreement’), I acknowledge and agree that such an electronic signature is valid evidence of My
consent to be legally bound by this Agreement and such subsequent terms as may govern the Recovery Program. 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 Agreement from time to time and I agree to consult the Website from time-to-time for the most up-to-date Agreement.

The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the 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 Agreement.