

Public Premium Addendum to the Open to the Public Investing, Inc. Brokerage Agreement

1. **Premium**
 - A. I have opened a brokerage account (my "Account") with Open to the Public Investing, Inc. ("Public Investing") pursuant to my Open to the Public Investing, Inc. Brokerage Agreement ("the Public Brokerage Agreement").
 - B. Public Investing has allowed me to upgrade my Account and participate in the Public Premium membership program ("Premium"). As a Premium member, I have access to certain premium products and services via the Public platform. These benefits include access to market data provided by Morningstar Equity Research and Hypercharts. Public Investing may add or change Premium subscription benefits over time in its sole discretion.
 - C. This Open to the Public Investing, Inc. Premium Agreement sets forth the terms and conditions of my Premium membership. When used in this Premium Agreement, "I" and "my" refer to and represent the owner(s) of the brokerage account with Public Investing.
2. **Acknowledgements**
 - A. I acknowledge:
 - (i) Nothing in this Agreement obligates Public Investing to allow me to access Premium;
 - (ii) Nothing in this Agreement or my Premium access and usage shall be construed as a recommendation of any investment, or any form of investment, legal or tax advice;
 - (iii) Public Investing's provision of Morningstar Equity Research and Hypercharts data and information does not constitute (1) information that addresses any specific person's investment objectives, financial situation, or the needs of any person who receives or accesses the Morningstar Equity Research and Hypercharts data and information;
 - (iv) Nothing in this Agreement or my Premium access and usage shall be considered advice or as establishing an advisory relationship as a result of my receipt of or access to Morningstar Equity Research and Hypercharts data and information;
 - (v) Neither this Agreement nor my Premium access and usage shall be considered an offer or solicitation for the purchase or sale of any security to me or to any other person or other account, at Public Investing or otherwise;
 - (vi) Morningstar Equity Research and Hypercharts data and information are provided as-is and without warranty of any kind, and all of my transactions are self-directed. Public Investing is not responsible for any investment choices or for any losses resulting from my use of or reliance on any Equity Research and Hypercharts data and information. I acknowledge past performance does not guarantee future results.
3. **Payment**
 - A. I agree to pay \$10.00 per month (the "Monthly Fee") to Public Investing for my Premium membership, subject to any promotional or discount rates made available to me by Public Investing. Public may change this pricing on at least thirty (30) days notice to me.**
 - B. I will be charged the Monthly Fee on the day I initiate my Premium membership and every thirty (30) calendar days thereafter, unless I terminate my Premium membership pursuant to Section 4 below.**
 - C. Public Investing shall deduct the Monthly Fee from the available cash in my brokerage Account. If I do not have sufficient funds in my Account, Public Investing may charge any payment method linked to my Account. If I have linked a bank account, Public Investing may charge the Monthly Fee to that bank account via ACH. If I have linked a debit card, Public Investing may charge the Monthly Fee to that debit card.**
 - D. If I take part in a free trial of a Premium subscription, I agree to pay the \$10 monthly fee for my Premium subscription (as described in Section 4(a) herein) once my free trial period ends. This \$10 monthly fee (or the then-current price) shall be charged on the first day after the free trial expires and I will continue to be charged until my subscription is terminated.**
4. **Termination**

- A. I understand I may cancel my Premium subscription at any time via chat on the Public app or website or by contacting Public customer service at support@public.com. I may also cancel my Premium membership by terminating or closing my Public Investing brokerage Account.
- B. If I cancel my Premium membership pursuant to Section 3.A above, my membership will terminate at the end of the then-applicable thirty-day membership period. At the end of that period, I will not be charged the Monthly Fee unless I reenroll in Premium.
- C. Public Investing may terminate or suspend my Premium subscription at any time, for any reason and without notice to me. If Public Investing terminates or suspends my Premium membership during a thirty-day membership period, I will receive a prorated refund of the Monthly Fee.

I understand that by enrolling in the Premium membership, I remain subject to the Public Brokerage Agreement (which is incorporated by reference and constitutes part of this Premium Agreement) and all other agreements between Public Investing and I. I understand that this Premium Agreement is governed by New York law and is subject to the arbitration clause in the Public Brokerage Agreement.

By tapping "Accept" below, I agree (i) I have read and understand this Agreement and have retained a copy for my records; (ii) Public Investing may enroll my Account in the Premium membership program; (iii) **Public Investing may charge my account a \$10.00 subscription fee on the day I initiate my Premium membership and every thirty (30) calendar day anniversary thereafter (pricing subject to change according to the terms herein), until I terminate my membership as described in Section 3 above.**