

## **Open to the Public Investing, Inc. Premium Agreement**

### **1. Premium Membership**

- 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. I acknowledge:**

- A. Nothing in this Agreement obligates Public Investing to allow me to access Premium;
- B. 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;
- C. 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;
- D. 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;
- E. 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 another account, at Public Investing or otherwise;
- F. 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;
- G. This Premium Agreement does not give rise to any liability on the part of Public Investing beyond that provided for or permitted under the Public Brokerage Agreement.

### **3. Extended Hours Trading**

- A. I acknowledge my Premium subscription allows me access to extended hours trading through Public. I agree any extended hours orders I place are subject to the terms of the Public Brokerage Agreement. Additionally, I acknowledge there are additional risks associated with extended hours trading such as lower liquidity, increased volatility, and wider price spreads. I acknowledge that I have read and understand

the additional risks associated with extended hours trading provided to me and that are available here and incorporated as Appendix A to this Agreement.

#### **4. Free Trial**

- A. Public Investing, in its sole discretion, may give me complimentary access to Premium (“**Free Trial**”). The terms and duration of my Free Trial will be specified at the time I sign up. My Free Trial will be conditional upon my agreeing to these terms and conditions, which include conditions around my obligation to pay the Subscription Fee (as defined below) following the end of my Free Trial.
- B. The terms and conditions of this Premium Agreement and the Public Brokerage Agreement shall apply during the Free Trial.
- C. My Free Trial will terminate (i) if I fail to meet the eligibility criteria described at the time I agreed to the Free Trial or (ii) upon notice from Public. Public may withdraw this offer of a Free Trial at any time and may terminate my Free Trial at any time after it starts upon notice to Me, without any liability.
- D. Once my Free Trial ends, I will be obligated to pay the Subscription Fee as described in Section 4 below.

#### **5. Subscription Period Options**

- A. Public Investing offers two types of Premium memberships: Monthly and Annual.
- B. If I elect the monthly membership, I agree to pay \$10.00 per month (the “Monthly Fee”) to Public Investing for my Premium membership. Public may change this pricing on at least thirty (30) days’ notice to me. 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 5 below.
- C. If I elect the annual membership, I agree to pay \$96 per year (the “Annual Fee”) to Public Investing for my Premium membership. Public may change this pricing on at least thirty (30) days’ notice to me. I will be charged the Annual Monthly Fee on the day I initiate my Premium membership and on every annual anniversary of my membership thereafter, unless I terminate my Premium membership pursuant to Section 5 below.
- D. Public Investing shall deduct the Monthly or Annual Fee (either, a “Subscription Fee”), as the case may be, from the available cash in my brokerage Account and/or any payment method linked to my account, including my bank account or debit card.

#### **6. Cancellation/Termination**

- A. I understand I may cancel my Premium subscription (including my Free Trial) 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 6.A above, my membership will terminate at the end of the then-applicable Membership Term (30 days for monthly memberships, one year for annual memberships). At the end of that period, I will not be charged the Subscription 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 membership period and the termination or

suspension is not due to my fault, I will receive a prorated refund of the Subscription 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 Me. 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) I have read and understand Public's Extended Hours Trading of Securities Disclosures; (iv) **Subject to a Free Trial I may subscribe to, Public Investing may charge my account a Subscription Fee on the day I initiate my Premium membership and every applicable anniversary (30 days or 365 days) thereafter (pricing subject to change according to the terms herein), until I cancel my membership as described in Section 6 above.**

## **Appendix A to the Open to the Public, Inc. Premium Agreement**

### **Extended Hours Trading of Securities Disclosure**

You should consider the following points before engaging in extended hours trading of Securities. "Extended Hours Trading" means any time Public makes trading in securities available to you outside of "regular trading hours." "Regular Trading Hours" generally means the time between 9:30 a.m. and 4:00 p.m. Eastern Standard Time, except for holidays. Please note, these times apply to securities and not to crypto trading. As a reminder, this is a disclosure of potential risks incurred by you if you elect to engage in Extended Hours Trading and Public does not guarantee you will be able to trade any asset outside of Regular trading hours. Extended Hours Trading is available from 8:00 a.m. EST - 9:29:59 a.m. EST and 4:00:01 p.m. EST - 8:00 p.m. EST Monday through Friday.

- **Extended Hours Trading Orders**

Buy orders placed as market orders during Extended Hours Trading shall be treated as limit orders with a limit price set 5% higher than the last trade price at the time the order was received by Public. Sell orders placed as market orders shall be treated as limit orders with a limit price set 5% below the last trade price at the time the sell order was received by Public. If the order is not executed or canceled before the end of Extended Hours Trading, the buy and sell orders shall automatically expire at the end of the trading session. As such, you will need to place a new order in the Regular Trading Hours session if you would like to try to purchase or sell a security that did not execute during the Extended Hours Trading session.

- **Risk of Lower Liquidity**

Liquidity refers to the quantity of buyers and sellers in the market of a security. Lower liquidity equates to fewer orders/shares available to be purchased or sold, thereby making it more difficult to obtain an execution. Highly liquid securities enable market participants to buy and sell securities more rapidly when entering a market order or marketable limit order. Generally, the more orders that are available in the market for a security, the greater the liquidity. Liquidity is important because with greater liquidity investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be lower liquidity in Extended Hours Trading as compared to Regular Trading Hours. As a result, your order may only be partially executed, or not executed at all, during Extended Hours Trading.

- **Risk of Higher Volatility**

Higher volatility refers to larger price swings in securities. Generally, the higher the volatility of a security, the greater its price swings as compared to trading in the Regular Market Session. There is likely to be greater volatility in Extended Hours Trading than in Regular Trading Hours. As a result, your order may only be partially executed, or not at all, or you may receive an inferior price when engaging in Extended Hours Trading than you would during Regular Trading Hours.

- **Risk of Changing Prices**

The prices of securities traded in Extended Hours Trading may not reflect the prices either at the end of Regular Trading Hours, or upon the opening the next morning. As a result, you may receive an inferior price when engaging in Extended Hours Trading than you would during Regular Trading Hours.

- **Risk of Unlinked Markets**

Depending on the Extended Hours Trading system or the time of day, the prices displayed may not reflect the prices in other concurrently operating Extended Hours Trading systems dealing in the same securities. Accordingly, you may receive an inferior price in one Extended Hours Trading system than you would in another Extended Hours Trading system.

- **Risk of News Announcements**

Normally, issuers make news announcements and/or release material financial information that may affect the price of their securities outside of Regular Trading Hours. In Extended Hours Trading, these announcements may occur and if combined with lower liquidity and higher volatility, could temporarily cause an exaggerated effect on the price of a security.

- **Risk of Wider Spreads**

The spread refers to the difference in price between the best offer price (what you can potentially buy a security for) and the best bid price (what you can potentially sell it for). Lower liquidity and higher volatility in Extended Hours Trading may result in wider than normal spreads for a particular security, which could result in a higher cost (if buying) or a lower amount (if selling).

- **Fractional Orders**

Fractional trading in securities that may be available in Regular Market Hours may not be eligible for Extended Hours Trading. This means fractional positions you hold may not be available to sell until Regular Trading Hours (9:30 a.m. - 4:00 p.m. EST).