

Electronic Delivery and Signature Agreement

1. Definitions

In this Electronic Delivery and Signature Agreement (“Agreement”):

- “We,” “us,” “our” and “Public” means Public Holdings, Inc., and each and every current and future affiliate of Public Holdings, Inc., including but not limited to Open to the Public Investing, Inc. (“Public Investing”).
- “You” and “your” means the person viewing this Agreement.
- “Communications” means each document, agreement, disclosure, notice, statement, record, confirmation, form, and other information we provide to you, or that you sign or submit or agree to at our request.
- “Public Services” means each and every account, product, or service that we offer and that you apply for, own, use, administer, or access, either now or in the future. Public Services include, but are not limited to: (a) Public’s website and mobile app (“Public Platform”); and (b) Public Investing’s brokerage account and services (“Brokerage Account”).

2. Consent to Conduct Business Electronically and Electronic Delivery

By clicking the “I AGREE” or other similarly-worded button, you agree to conduct business with Public electronically and to electronic delivery of all Communications related to the Public Services, including all Communications related to your Brokerage Account. You further agree that Public may deliver these Communications in any form or manner of electronic communications permitted under applicable law, including via email, text messages, or the Public Platform. Communications will not be furnished on paper except at our discretion. If any statute, regulation, or other applicable law requires the delivery of certain documents in written or paper form in the future, you agree to receive such documents in electronic form to the extent permissible under law. You accept Public’s electronic delivery of Communications as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such Communications be provided to you in writing or in a form that you may keep.

Your consent covers all Communications relating to each and every Public Service that you apply for, either now or in the future. Your consent remains in effect until you give us notice that you are withdrawing it.

3. Electronic Signature Agreement

By clicking the “I AGREE” or other similarly-worded button, you acknowledge that you have read, understand and agree to the following:

- You are voluntarily choosing to sign your Public documents electronically, including in connection with all matters relating to your Brokerage Account;
- You understand that the documents we present on the Public Platform will replace the use of paper documents;
- You understand and agree that your electronic signature will bind you to the terms and conditions to the same extent as if you manually signed your Public documents on paper with an ink signature;

- You understand and agree that no certification authority or other third party verification is necessary to validate your electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature or any resulting contract between you and us; and
- You understand that you have the right to withhold your consent to the use of electronic documents and signatures, and that you have the right to withdraw your consent at any time prior to completing the electronic service process. Please be aware, however, that withdrawal of consent may result in the termination of your access to use some or all of the Public Services.

4. Paper Version of Electronic Communications

You may request a paper copy of any Communication delivered to you electronically by contacting Public via the Public Platform or support@public.com. You acknowledge that Public reserves the right to charge you a reasonable fee for the production and mailing of paper versions of such Communications, unless charging a fee is prohibited by applicable law. Any paper communications will not revoke or invalidate your consent to electronic delivery.

5. Revocation of Electronic Delivery

Your consent to electronic delivery of Communications will remain effective until it is revoked by you. You have the right to withdraw your consent by emailing support@public.com. You acknowledge that Public reserves the right to restrict or terminate your access to the Public Services if you withdraw your consent. Your withdrawal of consent will become effective after we have had a reasonable opportunity to act upon it. Any revocation of your consent will have prospective effect only, and you agree that such revocation will not affect the legal effectiveness or validity of any electronic delivery of Communication provided to you while your consent was in effect.

6. Valid and Current Email Address

You understand and agree that a valid email address and valid mobile phone number are required to open and maintain any account with Public, including any Brokerage Account. You consent to Public's use of your email address, mobile phone number, or other identified electronic address to message, call, or text you to help secure your account, confirm accurate account details, provide transactional alerts, and deliver account-related documents and other communications.

If your email address, mobile phone number, or other electronic address changes, you agree to notify Public. You may update this information at any time through the Public Platform or by emailing support@public.com.

7. Hardware, Software and Operating System Requirements

By clicking the "I AGREE" or other similarly-worded button, you acknowledge and agree that:

- You have access to a computer or mobile device with Internet access, a valid email address, and the ability to download and access the Public Platform mobile application as necessary.
- You are able to view Hyper Text Markup Language (HTML) files and Adobe PDF files on your computer or mobile web browser. If you are not able to do this, please install the latest version of your applicable web browser and please make sure that you have

Adobe Acrobat Reader installed on your computer, which can be downloaded for free on <https://get.adobe.com/reader/>.

- If you would like to print any account-related documents or communications, you must have access to a printer or other similar device.

By clicking the “I AGREE” or other similarly-worded button, you confirm that you have the necessary hardware and software, as stated above.

8. Changes to Hardware or Software Requirements

If our hardware or software requirements change, and that change would create a material risk that you would not be able to access or retain Communications delivered electronically, we will give you notice of the revised hardware or software requirements. Continuing to use the Public Services after receiving notice of the change is reaffirmation of your consent.

9. Accessing Communications

To access Communications on the Public Platform, you will need to log in using a valid username and password. You agree that you are solely responsible for safeguarding the confidentiality of your login credentials.

Public or its designee will generally notify you by electronic means when a Communication is available. Such notifications may include, but are not limited to, alerts or other messaging to your email address, your mobile device, or through the Public Platform. The notification will include information about where the communications can be accessed and how to access them. By consenting to electronic delivery, you understand and confirm that you can access these communications electronically.

Where applicable, Communications include, but are not limited to, account statements, trade confirmations, prospectuses, tax forms, and required disclosures. Communications can generally be viewed, downloaded, and printed on the Public Platform.

10. Costs

Electronic delivery of Communications is provided free of charge by Public. However, you may incur data charges from your telephone carrier or your Internet service provider for online access/usage or text messages.

11. Confirmation

By agreeing to this Agreement, you confirm to us that:

- You have the hardware and software described above;
- You can access and read this Agreement;
- You have an active email;
- You can print this Agreement on paper, or save this Agreement to a place where you can print or access it in the future;
- You consent to use and sign electronically an electronic version of any Communications;
- You agree to the terms and conditions of this Agreement.

It is recommended that you print a copy of this Agreement for future reference.