

## **AGENTIC BROKERAGE** **AGREEMENT**

**PLEASE READ THE TERMS OF THIS AGENTIC BROKERAGE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE USING THE SERVICES. BY ACCESSING OR USING AGENTIC BROKERAGE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW.**

This Agreement applies to the Agentic Brokerage product, services, and features (collectively, “Agentic Brokerage” or the “Services”) offered by Public Holdings, Inc. (“Public Holdings”) to you (“you” or “your”).

Brokerage services for your brokerage account are provided by Open to the Public Investing, Inc. (“Public Investing”). Cryptocurrency services for your cryptocurrency account are provided by Zero Hash LLC (“Zero Hash”). Public Holdings, Public Investing, and their affiliates shall be referred to collectively as “Public,” “us,” or “we.” Your Public Investing brokerage account and your Zero Hash cryptocurrency account shall be referred to collectively as your “Account.”

### **A. Agentic Brokerage: Overview**

Agentic Brokerage is a conversational tool powered by artificial intelligence (“AI”) that allows you to enter your instructions for a set of self-directed, recurring transactions (each, a “Transaction”) for your Account. Transactions include, but are not limited to, trade orders, money transfers, alerts, and other actions related to your Account. Once you confirm and submit your instructions, such Transactions will be automatically executed on an on-going basis pursuant to such instructions.

Each set of Transactions that you create, confirm, and submit will collectively be referred to as your “Agent.” “Input” shall refer to any written input you provide to Agentic Brokerage, including any instructions and follow-up responses you provide in the tool’s chat interface. “Output” shall refer to any output by Agentic Brokerage, including any responses, interpretations, information, confirmations, dashboards, or performance data. Input and Output shall be collectively referred to as “Content.”

### **B. Agentic Brokerage: Additional Details**

Agentic Brokerage’s underlying AI technology and models enable the tool to:

1. Interpret the natural language instructions that you type into its chat interface;
2. Ask you for additional details regarding your instructions or intent if necessary;
3. Translate your natural language instructions into one or more Transaction confirmation screens, which you are required to review and confirm; and
4. Upon your confirmation, transmit your instructions to:
  - a. Public Investing for execution, for any Transaction involving securities or your Public Investing brokerage account; and

- b. Zero Hash for execution, for any Transaction involving cryptocurrencies or your Zero Hash cryptocurrency account.

Depending on your instructions, certain recurring Transactions may only be executed if certain conditions are met.

### C. Acknowledgement by User

By using the Services and accepting this Agreement, you acknowledge and agree to the following:

1. Self-Directed Transactions. Agentic Brokerage is a tool that allows you input *your own instructions* for a set of self-directed Transactions for your Account. Once you confirm and activate your Agent, such Transactions will be automatically executed on a recurring or conditional basis pursuant to your specific instructions.

When entering and submitting your instructions, you are solely responsible for your investment decisions and for any orders placed in your Account pursuant to such instructions. All instructions entered by you through Agentic Brokerage are based on your own investment decisions, and Public will not be liable for any of your investment choices or for any losses resulting from such instructions. You are solely responsible for determining the suitability of any particular security, digital asset, or investment strategy. Furthermore, you are solely responsible for reviewing and verifying all details of your instructions and Transactions before activating your Agent.

2. Not Investment Advice or Recommendations. Agentic Brokerage does not provide investment advice, recommendations, or endorsements. All Outputs generated by the Services, including any response from the chat interface, are provided solely for informational, educational, and/or illustrative purposes. Outputs should not be considered: (a) investment advice or research; (b) recommendations to buy, sell, or hold any security, cryptocurrency, or other asset; or (c) endorsements of any product, service, or investment strategy.

Outputs should not be relied upon to make investment decisions. Not only can an Output be inaccurate, but Agentic Brokerage does not account for your individual goals, risk aversion, and/or other circumstances in generating its Outputs. You are solely responsible for conducting your own due diligence and analysis before submitting any instructions or making any other investment decision. Before confirming and activating any Agent, please carefully consider whether the Agent and its Transactions are suitable for you based on your investment objectives, risk tolerance, and other individual factors.

3. AI Limitations and Risks. Agentic Brokerage is offered to you “as-is”, without warranty of any kind. The Services rely upon new, experimental, and rapidly-evolving generative AI, agentic AI, and large language model technology that has inherent limitations and risks. Outputs may contain errors, inaccuracies, omissions, or outdated information. Public does not warrant or guarantee the accuracy, completeness, timeliness, or reliability of any Output. You are solely responsible for verifying all information in the Outputs before taking any action

based on such information, including verifying all instructions and details on the confirmation screens before activating your Agent.

4. Active Agents. Once created, an Agent remains in effect and continues running on an automated basis until paused or terminated by either you or Public. All recurring and conditional Transactions for that Agent will continue to automatically execute in accordance with your specific instructions. Once you have confirmed and activated your Agent, we will not alert you in advance of any pending Transaction, nor will we await confirmation from you in advance of executing that Transaction. While we will attempt to carry out your instructions for your Agent, we cannot guarantee execution of a Transaction at any specific time or price. Once executed, Transactions cannot be cancelled or reversed.

You are responsible for monitoring the performance of your active Agents, including promptly reviewing all completed Transactions to confirm that they have been executed pursuant to your instructions. If you believe that a Transaction was not executed in accordance with your instructions, you should notify support@public.com but it is your obligation to take immediate action to limit any losses that may result from your Agent, including by pausing, modifying, or terminating your Agent. You are solely responsible for determining the on-going suitability of your Agents as your investment objectives, risk tolerance, and other individual factors change over time.

5. Third-Party Data. Agentic Brokerage may use content, market data, news, articles, research, analysis, and other information (collectively, "Third-Party Data") obtained from official databases, external websites, and third-party data providers that are not affiliated with Public. Public is not involved in the preparation, production, editing, or verification of such Third-Party Data, and Public does not explicitly or implicitly endorse or approve such data.

The scope, nature, or occurrence of certain Transactions may depend on querying real-time or historical Third-Party Data. Third-Party Data is provided to you and your Agent on an "as is" and on an "as available" basis. If you tie any Transaction to Third-Party Data or otherwise use Third-Party Data for your Agent, you do so solely at your own risk. Public: (a) does not warrant or guarantee the accuracy, reliability, timeliness, completeness, or correctness of any Third-Party Data; (b) does not warrant any results from the use or reliance upon Third-Party Data; and (c) shall bear no legal responsibility to you for any loss or damages arising from the delay, interruption, error, inaccuracy, or omission of any Third-Party Data, including any Transaction that is triggered, fails to be triggered, or improperly executed on the basis of such data.

6. Public Investing and Zero Hash. All Transactions involving securities or your Public Investing brokerage account are subject to the terms of your existing agreements with Public Investing and its affiliates. By activating your Agent, you authorize Public Investing to carry out your instructions for such Transactions on your behalf without further inquiry.

All Transactions involving cryptocurrencies or your Zero Hash cryptocurrency account are subject to the terms of your existing agreements with Public Platform, Zero Hash, and their respective affiliates. By activating your Agent, you

authorize Zero Hash to carry out your instructions for such Transactions on your behalf without further inquiry.

7. Risks of Investing. You acknowledge and understand that all investments involve risk, that losses may exceed the principal invested. Past performance of a security, industry, sector, market, or financial product does not guarantee future results or returns. You are solely responsible for all instructions and orders that you input through Agentic Brokerage, including any risks or losses in connection with the purchase or sale of securities.
8. Personal Information. By using Agentic Brokerage, you confirm that you have reviewed and agree to the terms of Public's [Privacy Policy](#) with regard to your personal information when you access and use the Services, including but not limited to the following sections of the Policy: "2. *How We Use Your Personal Information*" and "3. *Personal Information We Disclose*."

#### **D. The Services**

1. Ownership of Services. We own all rights, title, and interest in and to the Services. You do not receive any rights to the Services except as explicitly permitted herein.
2. Use of Services. You may access, and we grant you a non-exclusive right to use, the Services in accordance with this Agreement. You will comply with this Agreement and all applicable laws when using the Services, including any Input or Output related to the Services. You shall only use the Services for personal, non-commercial, non-business purposes.
3. Restrictions. You may not, and may not permit any other party to: (a) use the Services in a manner that violates any applicable laws; (b) use the Services in a manner that infringes, misappropriates, or otherwise violates any party's intellectual property rights; (c) modify or create derivative works of the Services; (d) reverse assemble, reverse compile, decompile, translate, engage in model extraction or stealing attacks, or otherwise attempt to discover the source code or underlying components of models, algorithms, and systems of the Services; (e) use the Services to develop machine learning models or other technology that compete with Public; (f) use any automated or programmatic method to extract data or output from the Services, including scraping, web harvesting, or web data extraction; (g) inaccurately represent that Output from the Services was human-generated; or (h) input any personal, confidential, or sensitive information, including names, phone numbers, addresses, emails, or birth dates.
4. Additional Restrictions. You shall not use the Services, including but limited to sharing or publishing any Content, for purposes of: (a) providing investment advice to others; (b) providing recommendations to others regarding any security, cryptocurrency, or investment strategy; (c) offering to sell or soliciting an offer to purchase any security from others; or (d) receiving or soliciting compensation from others.

5. Modification, Suspension, or Discontinuation. We reserve the right to temporarily or permanently modify, suspend, or discontinue the Services or your access to the Services at any time, in our sole discretion, without notice to you, and we will not be liable for any change to or any suspension or discontinuation of the Services or your access to them, to the maximum extent permissible under applicable law.

## E. Content

1. Input. You represent and warrant that you have all rights that are necessary to allow you to submit the Input to the Services and for us to process such Input in accordance with this Agreement. You also represent and warrant that your submission of Input will not violate this Agreement, or any laws applicable to the Input, including intellectual property laws and any privacy or data protection laws governing personal information. Except as expressly provided in Section E.4 below, you retain all right, title, and interest, including any intellectual property rights, that you have in and to your Input.
2. Feedback. You may elect to provide to us feedback, ideas, or suggested improvements (“Feedback”), through the Services or otherwise, regarding the Services or Content.
3. Published Content
  - a. Certain features of the Services may include: (i) the ability for you to publicly share certain Content (“Published Content”), including but not limited to your Agent, on Public’s website or mobile app, on certain social media platforms, or via a publicly-accessible link; and (ii) the ability for you to view the Published Content of others.
  - b. We do not guarantee the accuracy, integrity, appropriateness, availability, or quality of any Published Content, and under no circumstances will Public or any of its affiliates be liable in any way for any Published Content. Published Content is not investment advice created or provided by Public or any user, and does not constitute a recommendation to buy, sell, or hold any security by Public or any user. We do not monitor, supervise, or endorse: (i) Published Content; or (ii) users who share Published Content.
  - c. We do not pre-screen any Published Content. However, we reserve the right to remove, disallow, block, or delete your Published Content in our sole discretion without prior notice to you. We further reserve the right, at our sole discretion, to disable your ability to share Published Content without prior notice to you.
4. License to Content and Feedback. You hereby grant Public a world-wide, irrevocable, royalty-free, perpetual, irrevocable, unrestricted, transferable, sub-licensable, and assignable license to use, copy, modify, adapt, prepare derivative works of, distribute, store, publish, and display your Content and Feedback for any purpose related to our business, including in connection with the provision, development, improvement, and marketing of our Services and other products,

services, and technologies. You understand that such license shall be without any payment or credit to you.

**F. Disclaimer of Warranties, Limitations of Liability, and Indemnification**

1. No Guarantees. We plan to continue to develop and improve the Services, but we make no guarantees or promises about how the Services operate or that they will function as intended. The Services are not error-free, may not work as expected, and may generate incorrect information. You should not rely on the Services and Output, and you should not use the Services and Output for advice of any kind.
2. Disclaimer of Warranties. YOUR USE OF THE SERVICES AND OUTPUT IS SOLELY AT YOUR OWN RISK. THE SERVICES AND OUTPUT ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES AND CONTENT, AND DISCLAIM ALL WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE SERVICES OR OUTPUT WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, TIMELY, ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.
3. Limitation of Liability. IN NO EVENT WILL WE OR OUR AFFILIATES, INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS (COLLECTIVELY, THE "PUBLIC PARTIES") BE LIABLE FOR: (I) ANY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE CONTENT; AND (II) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES, THE CONTENT, OR THIS AGREEMENT, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF THE PUBLIC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PUBLIC PARTIES' AGGREGATE LIABILITY FOR ALL OTHER DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICES THAT GAVE RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE LIABILITY AROSE. THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE FOREGOING LIMITATIONS ARE ESSENTIAL TO THIS AGREEMENT AND WE WOULD NOT OFFER THE SERVICES TO YOU UNDER THIS AGREEMENT WITHOUT THESE LIMITATIONS.
4. Indemnification. You will defend, indemnify, and hold harmless us, our affiliates, and our personnel, from and against any claims, losses, and expenses (including attorneys' fees) arising from or relating to your use of the Services, including your Content in connection with the Services, and your breach of this Agreement or violation of applicable law.

**G. Modifications.** We may amend this Agreement from time to time by posting a revised version on the Public Disclosure Library at [www.public.com/disclosures](http://www.public.com/disclosures). Please check this page periodically for changes. If an update materially adversely affects your rights or obligations under this Agreement, we will provide notice to you either by emailing the email associated with your account or providing an in-product notification. Those changes will become effective no sooner than 7 days after we notify you. All other changes will be effective immediately upon publication of the amended Agreement. Your continued use of the Services after any change means you agree to such change.

**H. Governing Law.** This Agreement is governed by New York law without regard to conflict of law principles.