Public Crypto Deposit Match Promotion: Terms & Conditions

BY PARTICIPATING IN THE PROMOTION, YOU ("PARTICIPANT" OR "YOU")
ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND THEM, AND
AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO
NOT PARTICIPATE IN THE PROMOTION.

These terms and conditions ("Terms") apply to your access to and participation in the Public Crypto Deposit Match promotion (the "Promotion"), which is jointly operated by Public Platform LLC ("Public Platform LLC") and Open to the Public Investing, Inc. ("Public Investing") (collectively, "Public", "our", "us", or" we"). These Terms complement and incorporate by reference: (a) the <u>Brokerage Agreement</u> ("Brokerage Agreement") entered into between you and Public Investing which governs your brokerage account(s) with Public Investing, including but not limited to your taxable self-directed brokerage account with Public Investing ("Brokerage Account"); (b) the <u>Public Platform Supplemental User Agreement</u> ("Platform Agreement"), which sets forth certain rights and obligations between you and Public Platform LLC with respect to your use of the Public.com website and/or Public mobile application (the "Public Platform") to access your cryptocurrency account with Zero Hash LLC ("Zero Hash"); (b) the <u>Zero Hash and Zero Hash Liquidity User Agreement</u> (the "Zero Hash User Agreement") entered into between you and Zero Hash, which governs your cryptocurrency account with Zero Hash on the Public Platform ("Cryptocurrency Account").

Your Public Investing brokerage account(s) and your Cryptocurrency Account shall be referred to collectively as your "Public Accounts." The Brokerage Agreement, Platform Agreement, and Zero Hash User Agreement shall be referred to collectively as the "Customer Agreements." In the event of any conflict between the Customer Agreements and these Terms, the Customer Agreements will control. Any undefined terms in the Terms have the meanings given to them in the Customer Agreements.

A. Certain Definitions

- "Deposits" means any deposit to your Public Accounts, including without limitation: (i) any cryptocurrency deposit to from an external wallet to your Cryptocurrency Account; (ii) any Automated Customer Account Transfer Service ("ACATS") transfer of new funds or investments to your Public Investing brokerage account(s) from an external brokerage account; (iii) any cash deposits to your Public Investing brokerage account(s), including without limitation, ACH, wire transfers, and debit card transactions; and (iv) any transfer of cash or investments from an external retirement account to your Public Investing individual retirement account.
- 2. "Net Transferred Asset Value" is the total USD value of all Deposits during the Offer Period minus the total USD value of any Withdrawals during the Offer Period.
- **3.** "Offer Period" the period from 7:30 AM ET on December 16, 2025 to 11:59 PM ET on January 13, 2026.
- **4.** "Qualifying Crypto Deposit" is any deposit of supported cryptocurrency from an external wallet valued at greater than \$1.00 to your Cryptocurrency Account.

- Withdrawals" means any withdrawal from your Public Accounts, including without limitation: (i) any cryptocurrency withdrawals to an external wallet from your Cryptocurrency Account; (ii) any ACATs transfer out from your Public Investing brokerage account(s) to an external brokerage account; (iii) any cash withdrawals from your Public Investing brokerage account(s), including ACH and wire transfers; and (iv) any transfer of cash or investments from your Public Investing individual retirement account to a tax-advantaged retirement account at an external institution. However, a withdrawal shall not include the purchase of cryptocurrencies in your Cryptocurrency Account or of an investment in your Public Investing brokerage account(s), such as a stock.
- **B.** Eligibility. The Promotion is only available to Public customers who: (1) have a Cryptocurrency Account; (2) have a Brokerage Account; and (3) successfully complete at least one Qualifying Crypto Deposit(s) within the Offer Period, subject to the limitations below.
- **C. Offer.** The Promotion is valid only for the Offer Period; however, Public may change these dates at any time without notice. Eligible Public customers who complete a Qualifying Crypto Deposit within the Offer Period will receive a reward as follows:
 - 1. If, prior to initiating a Qualifying Crypto Deposit, your Net Transferred Asset Value is greater than or equal to \$0, you will receive a cash reward equal to 1% multiplied by the USD value of the Qualifying Crypto Deposit.
 - If, prior to initiating a Qualifying Crypto Deposit, your Net Transferred Asset Value is negative and you make a Qualifying Crypto Deposit that causes your Net Transferred Asset Value to become positive, you will receive a cash reward equal to 1% multiplied by an amount equal to (x) the USD value of the Qualifying Crypto Deposit plus (y) your Net Asset Transferred Value prior to such Qualifying Crypto Deposit. As an example, if your Net Transferred Asset Value is -\$400 and you deposit \$1000, you will receive a Crypto Deposit Bonus equal to 1% of \$600.

In order to receive any bonus, you must have a positive Net Transferred Asset Value at the time the Qualifying Crypto Deposit settles.

Any cash rewards received under this Promotion (a "Crypto Deposit Bonus") are payable to your Brokerage Account and are subject to a five-year earn-out discussed in the "Limitations" section below. Your Crypto Deposit Bonus will be credited to your Brokerage Account within thirty (30) days from when your Qualifying Crypto Deposit settles, though this timeline may be delayed in Public's sole discretion if, for example, Public determines that there are indications of fraud or a violation of these Terms.

Please note that a Crypto Deposit Bonus is only available for cryptocurrencies that are successfully deposited and settled, and will not be granted for cryptocurrency deposits that are rejected. The USD value of the Qualifying Crypto Deposit is based on the value of such deposit at the time of settlement as determined in Public's reasonable discretion. Settlement is deemed to occur when the cryptocurrency is posted to your Cryptocurrency Account and available to trade.

D. Limitations. If, during the five-year period after receiving a Crypto Deposit Bonus, you initiate one or more Withdrawal from your Public Accounts, after which, the aggregate value of your Public Accounts is less than the Net Transferred Asset Value (excluding the bonus(es) amount received), Public will chargeback a proportional amount of the applicable Crypto Deposit Bonus amount, separate from and in addition to any fees that may be charged for such Withdrawal. If you have cash available in your Brokerage Account, this chargeback will be deducted from your available cash balance. If you have insufficient cash available in your Brokerage Account to cover the chargeback, this fee may be debited from your outgoing financial institution, or added to a margin balance, if applicable.

In the event that Public determines in our sole discretion that there may have been fraudulent activity or a violation of these Terms in connection with your participation in the Promotion, Public reserves the right to (i) either decline to grant a Crypto Deposit Bonus, or (ii) to rescind or liquidate a Crypto Deposit Bonus, any security, or any dollar proceeds derived from a Crypto Deposit Bonus.

- **E.** Taxes. Consult with your tax advisor about the appropriate tax treatment for this offer and any tax implications associated with receipt of a cash reward before enrolling. For taxable accounts, the value of all Public offers received or charged back may be reported on applicable 1099 forms where required by rules and regulations. Public does not take responsibility for any tax related to this cash reward.
- **F. Disclosures.** The Promotion is not a recommendation of any investment or investment strategy, and is not a recommendation that a customer deposits cryptocurrencies into a Cryptocurrency Account. Public reserves the right to change the offer terms or terminate the offer at any time without notice. The offer is not transferable or saleable and is available to U.S. residents only. The offer is only available for personal use, and may not be used for commercial purposes.

Self-directed brokerage accounts and brokerage services for US-listed, registered securities, options, and bonds are offered to self-directed customers by Public Investing, a registered broker-dealer and member of <u>FINRA & SIPC</u>. Additional information about Public Investing can be found at our <u>BrokerCheck</u>. Apex Clearing Corporation ("Apex Clearing") provides clearing and execution services.

Cryptocurrency services for Cryptocurrency Accounts are provided by Zero Hash through a software licensing agreement between Zero Hash and Public Platform LLC. Zero Hash is not a registered broker-dealer or a member of <u>SIPC</u> or <u>FINRA</u>. Cryptocurrencies are not FDIC or SIPC insured. Zero Hash is licensed to engage in virtual currency business activity and money transmission by the NYSDFS. Please ensure that you fully understand the risks involved before trading. See here for Zero Hash licenses and disclosures.