

Public Platform Supplemental User Agreement

Last Updated: October 24, 2025

This Public Platform Supplemental User Agreement ("**Agreement**") sets forth certain rights and obligations between you and Public Platform LLC ("**Public**", "**us**" or "**we**") with respect to your use of the [Public.com](https://public.com) website and/or Public mobile application (the "**Public Platform**") to access your cryptocurrency account with Zero Hash LLC ("**Zero Hash**") (a "**Cryptocurrency Account**") and the Zero Hash Services (as defined below). Please review this Agreement carefully before registering a Cryptocurrency Account with Zero Hash, and accessing the Zero Hash Services via the Public Platform.

This Agreement supplements (i) the [Brokerage Agreement](#) ("**Brokerage Agreement**") entered into between you and Open to the Public Investing, Inc. ("**Public Investing**") which governs your brokerage account(s) with Public Investing ("**Brokerage Account**"), and (ii) the [Zero Hash and Zero Hash Liquidity User Agreement](#) (the "**Zero Hash User Agreement**") entered into between you and Zero Hash, which governs your Cryptocurrency Account with Zero Hash and your use of the Zero Hash Services (as defined below). **All applicable terms and conditions from the Brokerage Agreement are incorporated herein by reference, including, but not limited to, the provisions regarding governing law, indemnification, and limitation of liability.**

BY CLICKING "I ACCEPT," OR OTHERWISE ACCESSING OR USING THE ZERO HASH SERVICES, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE ZERO HASH SERVICES, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS: (1) THIS AGREEMENT; (2) THE [PUBLIC.COM PRIVACY POLICY](#) ("**PRIVACY POLICY**"); AND (3) THE [PUBLIC.COM TERMS OF SERVICE](#) ("**GENERAL TERMS**") (TOGETHER, THESE "TERMS").

These Terms govern your use and access of the Zero Hash Services and is a legally binding contract between you and Public regarding your use and access of the Zero Hash Services (as defined below). In the event of a conflict between this Agreement and the General Terms, the conflicting provision in this Agreement will control. We reserve the right to change or modify this Agreement at our sole discretion at any time.

A. Scope of Cryptocurrency Services

- a. **Role of Zero Hash:** Eligible customers can use the Public Platform to register a Cryptocurrency Account with Zero Hash, which is governed by the Zero Hash User Agreement. If you have a Cryptocurrency Account with Zero Hash, you can use the Public Platform to access the certain cryptocurrency investing-related services provided by Zero Hash (the "**Zero Hash Services**"), which are described in more detail in the Zero Hash User Agreement. The Zero Hash Services include: (i) purchasing and selling supported cryptocurrencies in exchange for US dollars, (ii) storing and safeguarding your cryptocurrencies on your behalf in one or more hosted wallets, (iii) providing historical and current information about your cryptocurrency transactions and balances for your Cryptocurrency Account with Zero Hash, you will be able to enter cryptocurrency transactions with Zero Hash, (iv) providing certain

pricing data for cryptocurrencies that you are able to trade through Zero Hash, (v) facilitating the transfer of US dollars from your Brokerage Account with Public Investing to pay for completed cryptocurrency purchases for your Cryptocurrency Account, and the deposit of US dollars into your Brokerage Account with Public Investing that result from cryptocurrency sales for your Cryptocurrency Account, and (vi) the other Zero Hash Services described in the Zero Hash User Agreement. Please note: **Despite the language in the Zero Hash and Zero Hash Liquidity Services Agreement, you will not be able to engage in peer to peer transactions, transfer cash to a third party, or engage in “Staking Services” to “stake” and “unstake” cryptocurrencies through your Cryptocurrency Account.**

- b. **Role of Public Platform:** Public Platform LLC operates the elements of the Public Platform through which Zero Hash delivers the Zero Hash Services to you. Public does not route, execute, clear, or settle any orders to purchase or sell cryptocurrency assets for your Cryptocurrency Account, nor does Public custody your cryptocurrency assets. Public Platform LLC's role is limited to providing the technology platform that connects you with, and transmits your instructions to Zero Hash.
- c. **Role of Public Investing as broker-dealer:** The role of Public Investing, Public's registered broker-dealer, is limited to providing Zero Hash with certain information to assist in opening your Cryptocurrency Account, and facilitating money movement when a customer trades cryptocurrency through Zero Hash.
- d. **No Agency.** Nothing in this Agreement shall be deemed to constitute, create, or give effect to a joint venture, partnership, or formal business entity of any kind. The rights and obligations of the parties shall be limited to those expressly set forth herein. Public and Zero Hash are independent contractors, and neither party is the agent of the other for any purpose.

B. Limited Responsibilities

Public is providing the website and mobile application through which you access your Cryptocurrency Account and the Zero Hash Services. We are not responsible for your Cryptocurrency Account or the Zero Hash Services, which are provided by Zero Hash.

You acknowledge and agree that Public is not responsible for any trading or other losses (including, without limitation, losses due to theft, fraud, cybersecurity breach, loss of control of private keys, or any loss arising from trading, transferring or holding digital assets with Zero Hash), resulting directly or indirectly from or in connection with your relationship with Zero Hash and/or your trading, transferring or holding of digital assets, including activity or holdings in your Zero Hash account.

C. Account Opening & Information Sharing

- a. **Account Opening:** To use the Zero Hash Services, you must apply for and open a Cryptocurrency Account with Zero Hash through the Public Platform. Your application is subject to approval by both Public and Zero Hash.
- b. **Authorization to Share Information:** You hereby authorize Public to provide Zero Hash with any of your personal information that we maintain in connection with your Brokerage Account. This includes, but is not limited to, your name, email address,

residential address, phone number, date of birth, Social Security Number, and other financial or identity-verifying documentation. You authorize the ongoing sharing of this information as required to maintain and service your Cryptocurrency Account.

D. Funding, Transfers, and Authorizations

- a. **Authorization to Transfer Funds:** Each time you submit an order to purchase cryptocurrency for your Cryptocurrency Account with Zero Hash, you authorize and instruct Public Investing and Apex Clearing Corp. (the fully-disclosed clearing firm for Public Investing) ("**Apex Clearing**") to, once the purchase has been completed and such assets added to your Cryptocurrency Account, transfer the purchase price from your Brokerage Account to Zero Hash to settle the trade. Each time you submit an order to sell cryptocurrency assets held in your Cryptocurrency Account with Zero Hash, you authorize and instruct Public Investing and Apex to facilitate the deposit of the proceeds of such sale into your Brokerage Account. You understand that Zero Hash is not under the control of either Public or Apex, and that Public and Apex do not have the ability to monitor or recall funds once funds have been wired or transferred to Zero Hash. You agree to hold Public and Apex harmless with respect to Public and Apex accepting and following your instructions to transfer funds from your Brokerage Account to Zero Hash.
- b. **Fully Funded Transactions:** All orders to purchase cryptocurrency must be fully funded at the time the order is placed. You are responsible for ensuring sufficient funds are available in your Brokerage Account to cover the full cost of the transaction, including any fees.
- c. **Zero Hash Right to Offset:** You understand and acknowledge that if your failure to provide sufficient funds to complete an order results in an amount owed by you to Zero Hash (a "**Negative Balance**"), Zero Hash has the right to offset such Negative Balance. You hereby authorize Public to transfer funds that are or become available in your Brokerage Account to Zero Hash to satisfy any such Negative Balance upon instruction from Zero Hash.
- d. **Fraudulent Transfers:** You authorize and instruct Public to liquidate any Fraudulently Purchased Digital Assets and to transfer the cash proceeds thereof (and any other cash balance in your Cryptocurrency Account funded by or resulting from a Fraudulent Transfer) to your Brokerage Account. For the purpose of this Agreement, "**Fraudulently Purchased Digital Assets**" means any digital asset purchased in your Cryptocurrency Account (i) by means of funds derived from or traceable to a Fraudulent Transfer, (ii) by means of funds obtained through phishing, social engineering, or other fraudulent activity, or (iii) which could not otherwise have been purchased but for a Fraudulent Transfer. "**Fraudulent Transfer**" shall mean (i) any revocable transfer of funds or securities into the Brokerage Account (including, without limitation, ACH deposits and transfers via the Automated Customer Account Transfer Service ("**ACATS**")) which is subsequently revoked, and (ii) any transfer of funds or securities into the Brokerage Account that results from or is traceable to fraud, phishing, social engineering, identity theft, or other unauthorized or deceptive activity.
- e. **Withdrawals:** Public may make available the ability for you to make withdrawals in-kind of digital assets from your Cryptocurrency Account. You are responsible for verifying the accuracy and completeness of all transaction information and instructions in connection with any withdrawal or transfer of digital assets, including

but not limited to the destination address, type, and amount of digital assets. You understand and agree that Public has no liability or responsibility in the event that (1) you provide incorrect transaction information, (2) you attempt to transfer digital assets that are not supported by Zero Hash and/or the destination address, (3) Zero Hash makes any error in processing a transfer, or (4) a transfer is rejected for processing for any reason.

E. Risk Disclosures

Trading in cryptocurrencies involves significant risk and is not suitable for all investors. You should carefully consider your investment objectives, level of experience, and risk appetite before trading. The following is a brief summary of some of the risks involved.

- a. **NO SIPC OR FDIC PROTECTION:** You understand and acknowledge that cryptocurrency assets held in your Cryptocurrency Account are not securities and are not protected by the Securities Investor Protection Act ("**SIPC**"). Furthermore, funds that are transferred from your Brokerage Account to the Cryptocurrency Account, and held at Zero Hash for the purpose of trading cryptocurrency, are not deposits and are not insured by the Federal Deposit Insurance Corporation ("**FDIC**").
- b. **Risk of Total Loss & Volatility:** The price and liquidity of cryptocurrencies have been subject to large fluctuations in the past and may be subject to large fluctuations in the future. The value of your cryptocurrencies may decline rapidly and without warning. You may sustain a total loss of the funds in your Cryptocurrency Account.
- c. **Custody Risk:** Your cryptocurrency assets are held in custody by Zero Hash, not Public. You are exposed to the operational and credit risk of Zero Hash as your custodian.
- d. **Irreversible Transactions:** Cryptocurrency transactions are generally irreversible. Once an order is executed, it cannot be reversed. You are responsible for any losses due to fraudulent or accidental transactions.
- e. **Regulatory Risk:** The legal and regulatory treatment of cryptocurrencies is subject to change and uncertainty in the United States. Future legislative and regulatory changes may adversely affect the use, transfer, exchange, and value of cryptocurrencies.
- f. **Cybersecurity and Operational Risk:** The technology underlying cryptocurrency is vulnerable to cybersecurity attacks, malicious activity, and operational failures. Any such event could result in a partial or total loss of your assets.
- g. **Liquidity Risk:** Zero Hash is not obligated to provide quotes for digital assets and makes no guarantee of continuous trading availability. Market liquidity for certain cryptocurrencies can be thin, which may impact your ability to buy or sell at a favorable price, or at all.
- h. **No Margin Value:** The cryptocurrency assets (whether digital assets or cash) custodied in your Zero Hash Cryptocurrency Account are completely separate from the assets in your Brokerage Account. They will not be assigned any margin value and cannot be used as collateral for a margin loan to purchase other securities in your Brokerage Account.
- i. **Virtual Currencies:** Cryptocurrencies are "virtual" currencies that are not controlled by any sovereign country and the value of which may not be based on any tangible

commodity, security, economic measure or legal obligation of a company or government. Apart from the law of supply and demand, there may be no fundamental or economic basis for valuation of cryptocurrencies and their prices may move randomly.

- j. **Commissions and Fees:** You may be charged a commission or other fees on your cryptocurrency transactions. Before placing a trade, you should review the [Fee Schedule](#) to understand the costs associated with your transaction.
- k. **Short Selling Prohibited:** You are not permitted to engage in short sales of any digital assets through the Public Platform. You may only sell digital assets that you own and that are held in your Cryptocurrency Account.
- l. **Availability of Digital Assets is Subject to Change:** The selection of digital assets available for trading through the Public Platform is determined by us and Zero Hash and may be changed at any time in our sole discretion without prior notice to you. We or Zero Hash may add or remove digital assets from the Public Platform at any time, and we make no guarantee that any specific digital asset will remain available for trading.
- m. **Uniform Commercial Code:** All cryptocurrency in your Cryptocurrency Account is your property. Zero Hash holds your cryptocurrency in custody on your behalf. For the purposes of Article 8 of the Uniform Commercial Code, your Cryptocurrency Account is a "securities account," Zero Hash is a "securities intermediary," you are the "entitlement holder," and your interest in any particular cryptocurrency held in your Cryptocurrency Account is a "security entitlement." Public is not acting as a "securities intermediary". Cryptocurrency held in your Cryptocurrency Account is not the property of Zero Hash and is not subject to the claims of Zero Hash's creditors.

F. Fees

You agree to pay Public and/or Zero Hash any applicable fees for using the Zero Hash Services. Fees are determined by Zero Hash and are available [here](#). Public receives a portion of the fee that Zero Hash collects on your transactions as payment for the licensing of the Public Platform technology that enables Zero Hash to offer its services to you. This arrangement does not increase the total fee you pay as disclosed in the Fee Schedule. We reserve the right to change our fees at any time.

G. Disclaimers Regarding Warranties and Market Data

In addition to the disclaimers set forth in the Brokerage Agreement, you acknowledge and agree to the following terms regarding the Zero Hash Services and any associated data:

- a. **"As Is" Service:** THE PUBLIC PLATFORM AND THE ZERO HASH SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, PUBLIC EXPRESSLY DISCLAIMS, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

- b. **Market Data and Third-Party Information:** You understand and agree that all market data, prices, charts, news, and other information related to digital assets displayed on the Public Platform ("**Market Data**") may be sourced from third-party providers. Public does not generate or control this Market Data. Accordingly, we do not guarantee the accuracy, timeliness, completeness, or reliability of any Market Data or other information you access through the Public Platform.
- c. **No Liability for Information:** You acknowledge that you are using any and all Market Data at your sole risk. Public will not be responsible or liable to you for any losses, damages, or claims, whether direct or indirect, arising from or relating to any inaccuracies, errors, delays, or omissions in the Market Data. You are responsible for verifying the accuracy of any information before making a transaction.
- d. **Not Investment Advice:** The availability of Market Data through the Public Platform does not constitute investment, financial, or trading advice, nor is it a recommendation or solicitation from Public to buy, sell, or hold any digital asset. All transactions you initiate are based on your own judgment and decisions. Public does not provide investment advice, recommendations, or legal or tax advice regarding cryptocurrencies. Your Cryptocurrency Account is self-directed. You are solely responsible for any and all orders, instructions, and decisions placed through your Cryptocurrency Account.

H. **Arbitration**

- a. **Mandatory Arbitration.** In the event of a dispute between the parties, such dispute shall be settled by arbitration as outlined in this Section.
- b. **No Class Action.** YOU AGREE THAT ANY CLAIMS WILL BE ADJUDICATED SOLELY ON AN INDIVIDUAL BASIS, AND YOU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER JOINT ACTION WITH RESPECT TO ANY CLAIMS THAT MAY ARISE UNDER THIS USER AGREEMENT OR THE PROVISION OF ZERO HASH SERVICES.
- c. **Arbitration Disclosure.** ARBITRATION IS FINAL AND BINDING ON THE PARTIES. THE PARTIES ARE WAIVING THEIR RIGHT TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO JURY TRIAL. PRE-ARBITRATION DISCOVERY IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS. THE ARBITRATOR OR ARBITRATION PANEL SHALL ISSUE A REASONED AWARD.
- d. **Arbitration Agreement.** Unless otherwise specified, any dispute, claim or controversy between the parties relating to this Agreement shall be resolved through binding arbitration conducted in accordance with the Arbitration Rules of the American Arbitration Association ("**AAA**"). Any such arbitration shall be conducted in New York, New York, or at such other location as may be agreed to by the parties and the arbitrators. Notwithstanding the foregoing, each party acknowledges that a breach of this Agreement may cause the other party irreparable injury and damage and therefore may be enjoined through injunctive or other equitable proceedings in addition to any other rights and remedies which may be available to such other party at law or in equity, and each party hereby consents to the jurisdiction of any federal

or state courts located in New York, New York, U.S.A. with respect to any such action. The parties expressly waive any objection based on personal jurisdiction, venue or forum non conveniens. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.