

## **AGENTIC BROKERAGE DISCLOSURE**

This Disclosure summarizes key terms and risks associated with 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”). It does not replace the full [Agentic Brokerage Agreement](#) (the “Agreement”). If there is any conflict between this Disclosure and the Agreement, the Agreement controls.

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 directions you enter 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. **Agentic Brokerage: Terms, Disclosures, and Risks**

By using Agentic Brokerage, you acknowledge and agree to the following key terms, disclosures, and risks:

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.*"
9. Options Orders. If a Transaction involves an options order that exceeds Public Investing's maximum contract size for a single options order, then the original options order will be split into multiple, separate orders of lower contract sizes each. Each portion may be routed to a different execution venue and may fill at different prices/times. Execution of any portion is not guaranteed.