

DRAFT

NO CORE PAYWALL PLEDGE

OF

ZION PUBLIC BENEFIT CORPORATION

Adopted by the Board of Directors on [DATE]. Incorporated by reference into Section 4.3 of the Certificate of Incorporation.

1. PLEDGE

Zion Public Benefit Corporation (the “Company”) shall not, at any time, condition any individual user’s access to any Core Feature (as defined in Section 2) upon (a) any payment by such user, by such user’s household, or by any third party on such user’s behalf; (b) the purchase by such user of any other product or service; (c) the consent by such user to any advertising-based targeting, behavioral profiling, or data resale; or (d) the surrender by such user of any right to port their data out of the Company’s systems.

2. DEFINITION OF “CORE FEATURE”

For purposes of this Pledge and Section 4.3 of the Certificate of Incorporation, “Core Feature” means each of the following, as the same may be enhanced, expanded, or improved over time:

2.1 The LP Account Record. The portable, consumer-controlled record itself, including (without limitation): the ingestion of records the user contributes; the storage of those records for the duration the user designates; the user’s continuing right to read, export, and delete their records; and the user’s continuing right to control which third parties (if any) access their records.

2.2 Consent Controls. The full set of consent-management capabilities over the LP Account record, including (without limitation): granular consent for individual data fields, individual recipients, time-bounded access, and purpose-bounded access; the user-visible audit log of all access to the user’s records; and the right to revoke any prior consent and to receive confirmation that revocation has been honored.

2.3 The Four Tier Capabilities. Each of the four tier capabilities of the LP Account described in the Company’s then-current product documentation. To the extent the Company restructures, renames, or merges these tiers, the substance of the underlying capabilities shall remain Core Features.

2.4 Workforce-and-Employment Suite. The workforce, credential, employment-history, and benefits-portability capabilities of the LP Account, including the multi-jurisdiction portability layer.

2.5 Basic OutPost and Oasis Participation. The Company operates a community platform known as “OutPost,” which will support the broader expansion of the architecture to be known as “Oasis” (spanning arts, media, news, community gathering, and creator commerce). The ability of any user with an active LP Account to do each of the following is a Core Feature and shall remain free:

- (a) create and maintain an LP Account and OutPost profile;
- (b) discover Local Partners and venues;
- (c) view and request access to Local Partner services;
- (d) communicate with Local Partners through the OutPost consent spine;
- (e) discover and follow creators, publications, and community organizations, and subscribe to any free offering, without charge for the discovery or subscription mechanism itself (“subscription discovery”);
- (f) create, join, and maintain community groups (“group creation”); and
- (g) view and respond to basic event invitations and community gatherings (“basic event RSVP”).

For the avoidance of doubt, the participation of a creator in Oasis — maintaining a creator profile, publishing free work, and reaching an audience — is itself a Core Feature and shall remain free, however, the Company may charge a creator shall be governed by Section 5.

3. PERMITTED MONETIZATION

The Company may, consistent with this Pledge, derive revenue from:

- (a) **Enterprise contracts** with states, federal agencies, managed-care organizations, integrated delivery networks, Community Information Exchanges, employers, education institutions, and similar institutional counterparties for services rendered to such counterparties, including per-member-per-month fees, per-transaction fees, professional services fees, subscription fees, licensing fees, and integration fees;
- (b) **Premium tiers or value-added services** that are above the Core Features (e.g., advanced provider scheduling, advanced analytics for institutional users, enhanced support, optional professional services, and premium creator tools), provided that the existence of such premium tiers does not in any way degrade the Core Features and that the price of such tiers does not function as a de facto paywall on Core Features;
- (c) **OutPost Oasis creator commissions** — a bounded percentage of the earnings a creator receives through OutPost Oasis — subject in all respects to the commission band and the anti-circumvention rule set forth in Section 5;

- (d) **Grants, donations, philanthropic contributions, Program-Related Investments, and Donor-Advised Fund grants** that support the Company's public benefit purposes;
- (e) **Investment returns** on the Company's reserves; and
- (f) Any other revenue stream the Board has determined, in good faith and after consultation with the Trust Advisory Board (and after taking into account the Trust Advisory Board's veto rights under Section 4.4 of the Certificate of Incorporation), is consistent with this Pledge and the Charter Commitments.

4. ADVERTISING; DATA RESALE; BEHAVIORAL PROFILING

For the avoidance of doubt, the Company shall not (a) sell, license, or otherwise transfer to any data broker any data generated by, derived from, or describing the conduct of any individual user or creator; (b) monetize the Company's products through advertising that is targeted based on user or creator behavior, attributes, or content; or (c) perform or permit any third party to perform behavioral profiling on user or creator data for purposes outside the consent boundaries each user has set. These prohibitions are not subject to waiver and shall apply regardless of any business or revenue justification. They apply to OutPost Oasis to the same extent as to every other Company product.

5. OASIS CREATOR COMMISSION

5.1 Scope. This Section governs the only charge the Company may impose in connection with a creator's monetized activity on Oasis: a commission taken as a percentage of the earnings the creator receives through the platform. It does not authorize any charge on a user for access to a Core Feature, which remains prohibited by Section 1.

5.2 Commission, Not Access Fee. The Oasis creator commission shall be an incentive for the Company to maintain the operations, future and local offerings. The Oasis creator commission shall be calculated solely as a percentage of revenue a creator earns from audiences who choose to pay that creator. It is not, and shall not be structured as, a fee for the creator's access to OutPost Oasis, for the creator's ability to publish free work, or for any user's ability to discover or follow that creator. Basic creator participation remains a Core Feature under Section 2.5.

5.3 Commission Band. The OutPost Oasis platform commission shall at all times fall within a band with a **floor of five percent (5%)** and a **ceiling of twenty-five percent (25%)** of creator earnings. Within that band, the Board may set and adjust per-category commission rates (for example, differing rates for subscriptions, one-time sales, ticketed events, and physical-goods commerce), provided that each per-category rate is ratified by the Trust Advisory Board and reviewed by the Board and the Trust Advisory Board not less than annually. The floor exists so that the platform is sustainably funded; the ceiling exists so that creators always retain at least seventy-five percent (75%) of what they earn.

5.4 The Ceiling Is Protected. The Company shall not raise the twenty-five percent (25%) ceiling, nor set or permit any per-category rate above that ceiling, except by the narrowing procedure in Section 7. A raise of the ceiling is treated, for all purposes of this Pledge, as a narrowing of a Charter Commitment.

5.5 No Circumvention. The Company shall not impose any fee, surcharge, deduction, processing charge, or other charge on a creator that, taken together with the commission, has the effect of reducing the creator's retained share of earnings below the floor or ceiling of Section 5.3. Pass-through of bona fide third-party payment-processing costs is permitted only to the extent it is disclosed to the creator, and is separately itemized.

5.6 Equitable Access for Unbanked Creators. The Company shall maintain a payment-access path — including Local-Partner-mediated cash-out — so that a creator who does not hold a conventional bank account can receive earnings on the same commission terms as any other creator. Access to that path shall not carry a commission or fee higher than the path available to banked creators.

6. EXPANSIONS

The Board may at any time, without amendment procedure, add additional features to the Core Feature list (i.e., expand what is free forever). The Company shall publish the updated Core Feature list on the Company's website within thirty (30) days of any such expansion. A reduction of any per-category commission rate, or of the commission ceiling, within or below the Section 5.3 band is likewise an expansion of what creators retain and may be made by the Board without amendment procedure.

7. RESTRICTIONS ON NARROWING

7.1 No Narrowing Without Supermajority Consent. The Board shall not narrow, restrict, or qualify the definition of Core Feature, the scope of this Pledge, or the protection of the commission ceiling under Section 5.4, except by (a) Board approval, (b) Trust Advisory Board approval (majority vote of the then-serving Trust Advisory Board members), (c) the affirmative consent of the holder of the Mission Trust Share, in writing, and (d) the affirmative vote of the holders of at least seventy-five percent (75%) of the outstanding shares of capital stock entitled to vote thereon, voting together as a single class.

7.2 Public Disclosure. Any narrowing approved under Section 7.1 shall be publicly disclosed on the Company's website at least sixty (60) days before becoming effective, with a reasoned justification by the Board and a separate, independently authored statement by the Trust Advisory Board.

8. ANNUAL ATTESTATION

The Chief Executive Officer shall provide an annual written attestation to the Board and the Trust Advisory Board that the Company has complied with this Pledge during the prior fiscal year — including compliance with the Section 5 commission band and anti-circumvention rule — and identifying any potential exceptions, near-misses, or borderline cases for the Board's and the Trust Advisory Board's consideration. The attestation shall be made available to stockholders concurrent with the Section 366 biennial statement.

9. PUBLIC POSTING

The Company shall maintain a current version of this Pledge prominently on its website. The website shall also publish the current Core Feature list and the current OutPost Oasis per-

category commission rates. The posting shall identify the date of the most recent revision and (when applicable) any narrowing that has occurred under Section 7.1, with the date and the reasoned justification.

10. EFFECT OF VIOLATION

A material violation of this Pledge that is not cured within thirty (30) days of written notice from the Trust Advisory Board to the Board (subject to extension upon mutual agreement of the Trust Advisory Board and the Board) shall (a) be reported in the next Public Benefit Statement under Section 9.1 of the Bylaws; (b) be reported in the next annual Impact Report under Section 9.2 of the Bylaws; and (c) constitute “Cause” for the removal of the Chief Executive Officer at the discretion of the Board.

11. PERPETUAL

This Pledge does not have a sunset. It is intended to apply throughout the life of the Company.