



Jiko Bank

Commercial Bank Account Agreement

Revised September 15, 2025

This Commercial Bank Account Agreement (the “Bank Account Agreement” or “Agreement”), including certain schedules, sets forth the terms and conditions that govern your commercial Bank Account with Jiko Bank, a division of Mid-Central National Bank (the “Bank”). You agree to be bound by the terms and conditions of this Agreement, including the Arbitration Agreement, as from time to time in effect. “We,” “us” and “our” refer to the Bank, its successors, and assignees. “Customer,” “Owner,” “you” and “your” means the business (e.g., corporation, limited liability company, partnership, and sole proprietorship) that opens the Bank Account under this Agreement. “Bank Account” means the deposit account(s) you open with us. In this Agreement, words used in the singular include the plural and words used in the plural include the singular.

The Bank has entered into an arrangement with Jiko Securities, Inc., a registered broker-dealer and member of the Financial Industry Regulatory Authority, Inc. (“FINRA”) (“Jiko Securities”), to provide services to the Bank in connection with the Bank Account. As a condition of opening and maintaining a Bank Account with us, you are required to enter into an agreement with Jiko Securities to establish a brokerage and advisory account (“Securities Account”).

This Agreement contains an arbitration agreement in Schedule A (“Arbitration Agreement”) and includes a waiver of any right to a jury trial, and waiver of your class action rights. By opening a Bank Account, you agree to certain provisions concerning your rights in any dispute with us. See “Waiver of Right to Jury Trial,” “Waiver of Class Action Rights” and Schedule A. You have the right to opt out of the Arbitration Agreement as set forth in Schedule A.

Commercial Accounts - No Consumer Use

You represent and warrant that the Bank Accounts will be established and used only for business and other commercial purposes and, not for personal, family, household, or other consumer purposes. You understand and agree that we will rely upon this representation and warranty in opening and providing you with information about the Bank Accounts. The Bank may close the Bank Accounts if the Bank determines that the Bank Accounts are being used for illegal or non-permitted purposes.



Account Ownership

Only the person identified as the Owner in our records is considered the Owner of a Bank Account. You agree that our records control any dispute over the ownership rights controlling a Bank Account, and that you may only change ownership rights with our consent. The Owner of a Bank Account has the power to perform all transactions available to the Bank Account (e.g., depositing funds, withdrawing funds, obtaining and releasing information about the Account, etc.). Authorized Representatives, Designees (each described below), and persons granted power of attorney for the Owner, all of whom have been approved by us, are also entitled to conduct banking transactions and obtain information about your Bank Account(s).

Sole Proprietors. Bank Accounts may be owned by you as an individual doing business under your own name or a trade name as a sole proprietor. If the Bank Account is to be opened under a trade name, you hereby warrant that payments made to the business and deposited in the Bank Account are and will be in fact payable to you as Owner. If any other persons become interested in the business as partners, or if the business becomes incorporated, you agree to notify us without delay. If you are a sole proprietor, we will only release the funds to the personal representatives of your estate, except as otherwise permitted by law, upon receiving notice of your death.

Authorized Representatives

You agree to provide certified copies of resolutions of your board of directors or similar governing body, or other certificate or evidence of authority satisfactory to us (an “Authorization”), which specifically authorizes certain persons (each, an “Authorized Representative”) to take certain actions with respect to your Bank Accounts on your behalf, including, without limitation, entering into this Agreement and any agreements with the Bank, as well as with Jiko Securities; initiating, receiving and responding to communications regarding the Bank Accounts by telephone or email; and requesting and confirming wire transfers pursuant to callback procedures discussed herein.

You acknowledge and agree that unless otherwise provided herein, any one Authorized Representative, acting alone, has the power to perform all transactions available relating to the Bank Accounts. For example, each Authorized Representative may, without joinder of any other Authorized Representative:

- request and confirm wire transfers (except that we may require that the Authorized Representative confirming a fund transfer request be different from the Authorized Representative who initiated the request);
- obtain and release information about your Bank Account, including statements;



- sign or authenticate any document in connection with the Bank Accounts, including the Bank Account Agreement;
- initiate and cancel stop payment orders;
- close your Bank Account and instruct the Bank as to how any remaining account balance is to be paid by the Bank; and
- otherwise dispose of or deal with your Bank Account as your agent.

You are responsible for all actions initiated by your Authorized Representatives. You hereby ratify every action that may be taken by any Authorized Representative in connection with the authority granted to Authorized Representatives in this Agreement. In order to add or remove an Authorized Representative, you must contact us and enter into a new Authorization. We may rely upon the last Authorization on file with us until a new Authorization is provided and we have a reasonable opportunity to act on it. We are not responsible for any transaction conducted by an existing Authorized Representative after you attempt to revoke their Authorization if we have not both received written notice satisfactory to us that the representative is no longer authorized to transact on your behalf and had a reasonable opportunity to update our records.

You agree that we may, in our sole discretion, revoke or suspend the authority of an Authorized Representative without prior notice to you. Each Authorized Representative shall be bound to comply with the provisions of this Agreement.

Bank Partners

If you access our platform through one of our partners (the "Partner"), you hereby acknowledge and agree that:

- you have separately entered into an agreement with the Partner, pursuant to which you have authorized the Partner to act on your behalf;
- we may rely on the actions, instructions, or data provided by the Partner as if directly provided by you; and
- we will not be required to verify the scope of the Partner's authority and we bear no responsibility for the actions or inactions of the Partner when acting on your behalf.

Important Information About Procedures for Opening New Bank Accounts

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that



identifies each business or person who opens an account. What this means for you: we are required to collect information such as your legal business name, principal business address, and federal tax identification number. You will also be required to provide information regarding your beneficial owners and other persons related to you, including personal information about key individuals who may own or control you. These individuals will be required to provide their legal name, physical address, date of birth, and taxpayer identification. You will also need to provide supporting documentation to further validate your existence and good standing. If we are unable to validate to our satisfaction your identity or authenticity, or that of your beneficial owners or other persons related to you, we may not open the accounts. We may use information from and share information with third parties to help us determine if we should open the accounts. You agree to cooperate with our efforts and to provide any information we require.

Deposits to and Withdrawals from the Bank Accounts

You may deposit funds into your Bank Account at any time using any deposit method we accept. We reserve the right to refuse, limit, accept for collection only, place a hold on or reverse any deposit or part of a deposit. If we discover an error in the amount of a deposit, or that funds were incorrectly deposited or transferred into your Bank Account, we may credit or debit your Bank Account to correct the error, without prior notice to you. Following any such correction, we will make commercially reasonable best efforts to notify you of such correction, but our failure to do so, or any delay in providing such notification, shall not constitute a breach of this Agreement, nor shall it create any liability for us. If funds are deposited to your Bank Account and we later determine that they must be returned to the originator, the Bank may deduct the amount from any Bank Account you maintain with us, without prior notice and at any time, except as prohibited by law. We may transfer funds from any Securities Account into your Bank Account to cover amounts we deduct from your Bank Account as described in this paragraph.

Wire Transfers. Unless otherwise agreed to by us in writing, and other than transfers to and from the Securities Accounts (as defined and discussed below) and between your own Bank Accounts and Securities Accounts, deposits to, withdrawals from, and any other transfers of funds to and from the Bank Accounts may be made by wire transfer only. Without limiting the foregoing, we do not accept deposits to or withdrawals from a Bank Account in the form of cash or by check, and any deposits you or others attempt to make by cash or check may be sent back to the address we have on file for you. We are not liable to you or anyone else if you do not receive any of the funds we return. You are prohibited from writing checks against the Bank Accounts. You agree to not attempt to draft a check on your Bank Accounts and that we may return any check purporting to draw on your Bank Account unpaid without liability to you. Deposits in the Bank Accounts are not interest-bearing.



Notwithstanding the foregoing, we may from time to time and in our sole discretion allow you to accept deposits to or withdrawals from your Bank Account by ACH or check. Any exceptions we make on one or more occasions shall not be considered a waiver on any other occasion of the limitations described in this Agreement, the Bank's rights, or of your agreement not to use or accept checks or ACH.

On-Us Transfers. We may, in our sole discretion, permit you to send and receive funds to/from other Bank Accounts held at the Bank (“On-Us Transfers”).

Notice of Receipt for Incoming Transfers. We will notify you of the receipt of payments in the monthly statements we provide to you.

Funds Transfer Procedures. Transfers of funds to and from the Bank Accounts by wire or On-Us Transfers (or ACH, as described herein) (collectively, “Funds Transfers”) are subject to the provisions of Section 4A of the Uniform Commercial Code. Additionally, you must follow procedures established from time to time by the Bank. We may decline to accept or process a Funds Transfer that is not consistent with those procedures, for any other reason or no reason. You agree that the procedures we offer and you accept, including those outlined below, are commercially reasonable security measures to protect you and your funds. We are not responsible for Funds Transfers that do not follow these procedures, or for the actions or omissions of third-party financial institutions or you in connection with Funds Transfers.

For Funds Transfers to a Bank Account, you must provide the sender with the routing number and account number of the Bank Account you wish to be credited, as well as the full name in which the Bank Account is held. We may decline to accept a Funds Transfer in any currency other than U.S. dollars. We may refuse to accept all or any part of a Funds Transfer to or from your Bank Account at any time, and we will not be liable to you for doing so, even if such action causes outstanding transactions to be dishonored or payment orders to be rejected.

For Funds Transfers from a Bank Account, an Authorized Representative may make a request by contacting us by email. For your protection, we may require confirmation of the requested Funds Transfer by a second Authorized Representative. We may alternatively require your Authorized Representatives or other persons designated by you and accepted by us (“Designees”) to request Funds Transfers through a mobile application or website provided by us. Designees must be appointed using tools provided by us, and are subject to our review and approval, which we may withhold for any reason or no reason.

For any Funds Transfer, we may require at least one (1) business day’s notice before the Funds Transfer will be initiated. We may decline to initiate a requested transfer until we are able to confirm it with an Authorized Representative or Designee satisfactory to us.



Funds Transfers you request from a Bank Account will be funded by liquidating assets held in your linked Securities Account and transferring funds to the Bank Account. Funds Transfers you request will only be sent if there are sufficient available funds in the linked Securities Account to cover the Funds Transfer. We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted by us, or that exceeds any limitations established by us from time to time. We further reserve the right to refuse any withdrawal or transfer request for security reasons to protect you or the Bank or its affiliates, or if we believe we may be unable to liquidate sufficient assets in your Securities Account in the amount of your requested Funds Transfer.

When initiating a Funds Transfer from a Bank Account you have requested, or when crediting a Bank Account with incoming transfers, we and other financial institutions may rely solely on routing and account numbers you or others provide in connection with the Funds Transfer, and we are not responsible for detecting any inconsistencies between the account and routing numbers and the name on an account or any other error. The Bank is under no obligation but will make a good faith effort to notify you if the Bank refuses to honor your Funds Transfer request. You also acknowledge that any request executed by the Bank will be subject to rules and regulations applicable to payment orders, including record-keeping and information transmittal requirements under applicable law.

You may not cancel or amend a Funds Transfer request after it has been received by us. Notwithstanding the foregoing, if you do request a cancellation or amendment and we do attempt to effectuate the request, we shall have no liability to you for failing to effectuate cancellation or amendment, and no liability to you if we cannot recover transferred funds.

Further, if we permit you to originate ACH entries from your Bank Account, you acknowledge and agree that: (i) you are bound by the Rules of the National Automated Clearing House Association (the “Nacha Rules”), which govern all ACH transactions; (ii) you authorize us to originate ACH entries on your behalf; (iii) you will not originate entries that violate the laws of the United States; (iv) we can suspend or terminate your ability to originate ACH entries, without notice, in order to comply with the Nacha Rules; and (v) where legal requirements permit, we can audit your compliance with this Bank Account Agreement and the Nacha Rules.

Provisional Payments. Credit given by us to you with respect to a Funds Transfer to your Bank Account is provisional until we receive final settlement for such entry. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Bank Account in connection with such transfer, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.



Cutoff Hours. The cutoff hour applicable to domestic Funds Transfer requests is 1:00 p.m., Pacific Time on any business day. A request is considered accepted when the Bank executes it. If a request is received after the cutoff hour or on a day that is not a business day, the Bank will automatically process the request the following business day, subject to the terms of this Agreement. Notwithstanding the foregoing, there is no cutoff hour for On-Us Transfers, which can be initiated 24 hours a day, 7 days a week.

Withdrawal Limit. There is no withdrawal limit, subject to available funds, if you provide one or more business days' notice to the Bank. Notwithstanding the foregoing, we may still require at least one (1) business day's advance notice before executing wire transfers that you request.

Transaction Limit. We reserve the absolute right to impose On-Us transfer limits, which we may change from time to time, without prior notice, though we will make a good faith effort to provide prior notice if possible. You agree that we may reject any On-Us transfers that would cause you to exceed any transaction limit imposed by us.

Securities Account. Each of your Bank Accounts will be linked to a Securities Account. Your Securities Account is subject to the terms and conditions set forth in the separate Commercial Brokerage and Advisory Account Agreement (the "Jiko Securities Agreement") between you and Jiko Securities. As described in the Jiko Securities Agreement, Jiko Securities will establish for you a separate Securities Account for each investment strategy you are enrolled in. For each Securities Account you open, you agree and authorize us to open a separate Bank Account that will be linked to the Securities Account.

The Securities Accounts are and will remain an obligation solely between you and Jiko Securities and not the Bank. The Bank Accounts are and will remain an obligation solely between you and the Bank and not Jiko Securities.

By entering into the Bank Account Agreement and the Jiko Securities Agreement, you authorize the linking of each of your Bank Accounts to a unique Securities Account and further authorize the Bank to make and request transfers between the linked accounts as described in this Agreement.

When you request a Funds Transfer from a Bank Account, or if we otherwise need to debit your Bank Account for any reason, we may make a request to Jiko Securities to transfer sufficient funds from your linked Securities Account to your Bank Account. In entering into the Bank Account Agreement and the Jiko Securities Agreement, you also authorize Jiko Securities to: (i) accept instructions from the Bank to transfer money from your Securities Accounts to the Bank and (ii) liquidate holdings to the extent required to generate proceeds sufficient to pay (a) the amount of each Fund Transfers you have requested and (b) amounts we otherwise debit from your Bank Account. In the event that Jiko Securities is unable to



make your funds available, or there are insufficient funds in the Securities Account, the Funds Transfer may be declined. We are not responsible for any consequential damages of a declined transfer transaction. You further authorize us to transfer funds from any Jiko Securities Account you hold to cover any fees you owe, or to collect amounts we debit from any of your Bank Accounts for any purpose allowed under this Agreement.

Account Balance, Insufficient Funds, and Overdraft. As described above, each Bank Account you hold will be linked to a Securities Account. Funds deposited into your Bank Account will be added to the balance of the Bank Account, and then transferred to the linked Securities Account for investment by Jiko Securities. This transfer to your Securities Account will occur without further instruction by you. This may cause your Bank Account to show a zero balance at any given time. Notwithstanding the zero-dollar (\$0) balance, you may still request transfers from your Bank Account. When determining whether you have sufficient funds to cover a requested transfer out of a Bank Account, we will refer to the balance in the Securities Account linked to that Bank Account.

We generally do not permit, and you agree not to overdraw your Bank Account. Notwithstanding our general policy prohibiting you from overdrawing your Bank Account, circumstances may arise where we allow the overdraft, or your Bank Account balance otherwise becomes negative. You agree to pay any overdrawn amount or negative balance immediately and without further demand. If your Bank Account has a negative balance, you authorize the Bank to transfer funds from your linked Securities Account to cover any negative balance. If there are insufficient funds in the Securities Account linked to your Bank Account with a negative balance, you authorize us to transfer funds from any other Bank Account or Securities Account to pay the negative balance.

Your Bank Account may from time to time show a positive balance when we have liquidated assets in your Securities Account and transferred funds to the Bank Account to cover Funds Transfers you have requested, but which have not yet settled. These funds are subject to a hold and will remain in the Bank Account until the requested transfer settles or until we determine in our discretion to return the funds, or a portion thereof, to your Securities Account. Your Bank Account may also show a positive balance if we are unable to promptly transfer funds to your linked Securities Account for any reason.

Disclosure Regarding Sweep Account Pursuant to 12 C.F.R. Section 360.8(e). Subject to the way each of your Bank Accounts functions as a zero balance sweep account (as described above), funds in each of your Bank Accounts are aggregated with each other and with any other deposits you may have with the Bank and are insured by the Federal Deposit Insurance Corporation (“FDIC”) up to allowable limits in accordance with applicable law.

Funds in each of your Bank Accounts are considered a deposit within the meaning of 12 U.S.C. 1813(l). FDIC insurance applies only to amounts that are on deposit in the Bank



Account. Funds in your linked Securities Account, including amounts in the process of being “swept” to or from the linked Securities Account that are not yet on deposit in the Bank Account, are not funds that are insured by the FDIC. Any securities held in your Securities Accounts (as opposed to the Bank Accounts) are investment products and securities, and funds in your Securities Accounts are: (i) not insured by the FDIC; (ii) not deposits or other obligations of the Bank and are not guaranteed by the Bank; and (iii) subject to investment risks, including possible loss of the principal invested. Instead, any securities held in your Securities Accounts are protected by the Securities Investor Protection Corporation (“SIPC”) up to \$500,000 (including \$250,000 for claims for cash held for the purchase of securities). For additional information and an explanatory brochure, please see www.sipc.org.

Availability of Funds

Our general policy is to make funds from transfers to your Bank Accounts available no later than one (1) business day after we receive a deposit. An electronic payment is received when the bank receiving the payment has received both: (i) payment in actually and finally collected funds; and (ii) information on the account and amount to be credited.

The availability of funds may be delayed under the following circumstances:

- you have multiple deposits returned in your Bank Account over the immediately preceding 90-day period; or
- an emergency such as failure of computer or communication equipment or suspension of payment by another bank has occurred.

We will notify you if we delay your ability to withdraw funds, including an explanation as to why availability is delayed and when the funds will be made available. The funds will generally be available no later than the seventh (7th) business day after the day of your deposit.

Business Days

For determining the availability of your deposits, our business hours are 9 a.m. – 5 p.m., Pacific Time, every day except Saturdays, Sundays, and federal holidays.

Disputes Over Bank Account Funds

In the event of any dispute over the funds (including, without limitation, any dispute over what persons are Authorized Representatives or otherwise authorized to represent or act for the Owner), the Bank may, in our sole discretion, and without liability to you:



- continue to rely on the Authorizations and other account documents in our possession, and rely on instructions from a single Authorized Representative or Owner;
- honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim;
- refuse to pay out any money from a Bank Account until the dispute has been resolved by a court or by agreement of the parties that is documented to the Bank's satisfaction;
- file an action in interpleader with respect to any money where the Bank has been notified of disputed claims to that money, and we are not required to determine whether that dispute has merit in order to refuse to pay or interplead the funds; and/or
- close the account and pay the proceeds to all who have or claim an interest in the account, or to the account Owner(s) as indicated in our records.

Unless prohibited by law, you agree to reimburse the Bank for any expenses that the Bank incurs because of any dispute, including attorneys' fees and costs.

Legal Process

If we are served with a subpoena, restraining order, writ of attachment or execution, levy (including an IRS tax levy), garnishment, search warrant, or similar order relating to any of your Bank Accounts (termed "legal action" in this section), we will comply with that legal action if we reasonably believe it to be valid. Or, in our discretion, we may freeze the assets in the Bank Account and not allow any payments out of the Bank Account until a final court determination regarding the legal action has been resolved. In these cases, we will not have any liability to you if there are insufficient funds to pay your transfers because we have withdrawn funds from your Bank Account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against any of your Bank Accounts.

Financial Information

You agree to provide us with accurate and complete financial and other information that we may request in connection with you or any of your Bank Accounts, promptly upon request.

Refusing Instructions



If you ask us to follow instructions that we believe may expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

Insurance Coverage

If you carry insurance that covers employee fraud/embezzlement, the Bank reserves the right to require that you file a claim with your insurance company before making any claim against us. In such event, we will consider your claim only after we have reviewed your insurance company's decision, and the Bank's liability to you, if any, will be reduced by the amount your insurance company pays you.

Unlawful Internet Gambling Notice

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through any Bank Account you have with us. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling.

Closing the Bank Accounts

The Bank may, in its sole discretion and without notice, suspend activity in or close any or all of your Bank Accounts at any time. We may suspend or close any or all of your Bank Accounts if we suspect that you may or have been engaged in any fraudulent, illegal or improper activity. If we close one Bank Account, we may close all your remaining Bank Accounts. Closing your Bank Accounts may also result in the closing of your linked Securities Accounts. We will notify you by email of any such action.

If you wish to close your Bank Accounts, please contact us through the methods provided below. In each case, we may require your Authorized Representative to provide us with your legal business name, principal business address, and the last four (4) digits of your Bank Account numbers, along with a request to close your Bank Accounts. If you close one Bank Account, then we may close all of your other Bank Accounts. Closing a Bank Account will also result in the closing of the Securities Account linked to the closed Bank Account. When a Securities Account is closed, Jiko Securities may liquidate the assets and transfer the proceeds to the linked Bank Account prior to the return of those funds to you.

We will contact you regarding returning your funds to you in a manner we choose, which may include by wire transfer to a third-party financial institution. After a Bank Account is closed, we will have no obligation to accept deposits, allow new transactions, or pay outstanding items, but may do so at our discretion. You agree to hold us harmless for honoring or refusing to honor any transactions on a closed Bank Account.



If there is no activity in or out of a Bank Account for a period of 365 calendar days, the Bank Account will be considered dormant (or abandoned) and may be closed at our discretion. We will attempt to contact you regarding your preference to verify and reopen the account or to return the funds to you in a manner we choose. If we are unable to contact you, we may be required by applicable law to turn over any dormant balance to the state of your last address in our records. We will hold the funds and continue our attempts to contact you until the applicable state law time limits require us to escheat the funds.

The closing of your Bank Accounts will not affect any of your or the Bank's rights or obligations that arose prior to the closure or are intended to continue thereafter.

Fees and Charges

We may charge and you agree to pay any fees we impose in connection with your Bank Account, as disclosed in any Fee Schedule or disclosure we establish or amend from time to time. Please see your Jiko Securities Agreement for any fees applicable to the Securities Account.

Sharing of Information

You understand and agree that in connection with the Bank Accounts and the services provided related to any of your Bank Accounts, and in accordance with applicable law, we may share information with Jiko Securities and additional service providers that perform services on our behalf.

Right of Set-Off

If you owe us or our affiliates money or are past due on any obligation to us or them, we can debit any Bank Account or Securities Account to repay the amount you owe without any legal process or court proceeding. We reserve the right to set off any liability that you owe to us or our affiliates, whether primary or secondary, direct or contingent, past, present, or future. We are entitled to assume that all funds in your Bank Accounts and Securities Accounts are available to satisfy garnishments and levies. You grant us a lien on and a security interest in the funds in all your Bank Accounts and Securities Accounts as security for your liabilities and obligations to us and our affiliates, now and in the future. You agree to hold us harmless from any claim arising as a result of exercising our right of set off. We will notify you if we have exercised our right of set off.

Statements and Your Duty to Report Errors

We will provide you with monthly account statements for your Bank Account by providing them through a website or mobile application, sending them to the email address we have on file for you, or by other means we choose. We will be deemed to have provided your



statement to you on the date we send it to the address or email address on file or otherwise make it available to you, regardless of whether you actually receive it or review it. If we attempt to deliver your statement by mail or email and your address or email is not valid, the statement will be considered available to you on the day we generated it.

You agree to promptly review your statement and notify us via telephone or email of any suspected errors or unauthorized transactions (collectively, “Errors”) on your Bank Account. You agree to notify us of any Errors promptly, and no later than sixty (60) days after the first statement on which the Error is reflected is sent to you or otherwise made available to you. We may investigate your alleged Error and make any adjustments to your account we deem necessary. If you fail to provide prompt notice of an Error, you agree that you are precluded from contesting the Error, and you will be deemed to have accepted any related transactions and any additional charges assessed.

You agree to cooperate fully with us in any investigation of your claimed Error, including by providing copies of any reports you may file with police or other authorities, completing a claim form or giving us an affidavit containing whatever reasonable information we require concerning your Bank Account, the Error, and the circumstances surrounding it. You may pursue your rights or, at our option, assign them to us so that we may pursue them on your behalf. We can reverse any credit made to your Bank Account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or if we determine the transaction was authorized. We are not liable for damages of any kind (whether consequential, special, punitive, compensatory, or otherwise), lost profits, interest, costs, expenses, or fees (including attorneys’ fees) arising out of or related to any Error, unless we have acted in bad faith. If a third party other than us may be liable to you for losses related to an Error, you agree not to waive any rights you have to recover or pursue recovery from such third party. If we choose, you agree to assign your rights to us so that we can pursue your claims on your behalf. Any amounts you or we (acting on your behalf) recover will offset any liability we have to you related to the statement error.

Duty of Care

In connection with your Bank Accounts, we assume no responsibility beyond the exercise of ordinary care. You agree that the Bank will not have any responsibility for identifying any errors on your Bank Account. You agree that we act within reasonable banking standards by processing items through automated processing systems. In all cases, “ordinary care” requires only that the Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. The Bank’s policies and procedures are general internal guidelines for the Bank’s use and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your Bank Account. A mere



clerical error or an honest mistake will not be considered a failure of the Bank to perform any of its obligations.

Facsimile Signatures

Before using any form of facsimile, mechanical (including stamps), or computer-generated signature (each, a “Facsimile Signature”) in connection with the Bank Accounts, you agree to submit a sample to us and to execute and deliver agreements in a form we require. Unless you make advance arrangements with us, we are not required to honor a Facsimile Signature, but may do so at our discretion. If you make such advance arrangements with us, we will treat any document appearing to use your Facsimile Signature as if you had signed it. You must notify us immediately if you suspect your Facsimile Signature is being, or has been, misused.

When you use a Facsimile Signature, you agree that you are solely responsible for the security and authenticity of the Facsimile Signature, and you bear the risk of the unauthorized use or imitation thereof, whether or not you are negligent, except as provided otherwise by law. You further agree to indemnify us and hold us harmless from and against any and all losses, costs, damages, liabilities, or exposures we or you may suffer or incur as a result of the unlawful use, unauthorized use, misuse, or imitation by any person of any Facsimile Signature resembling a signature on file with the Bank, regardless of by whom or by what means the actual or purported signature was affixed to any document.

Unauthorized Use

It is your responsibility to protect your Bank Account numbers. You agree that you will exercise caution when discussing, comparing, or sharing information about any of your Bank Account numbers with anyone other than your Authorized Representatives and Designees. It is your sole responsibility to safeguard any passwords, codes, or other access credentials for accessing your Bank Accounts that we provide to you, your Authorized Representatives, Designees, or other persons acting on your behalf.

You agree to notify us immediately by telephone and/or by emailing us if you become aware of any actual or suspected loss, theft, or unauthorized use of any of your Bank Accounts. We reserve the right to deny access to any of your Bank Accounts or services (or any part thereof) if we believe that any loss, fraudulent or suspicious activity, theft, or unauthorized use of any Bank Account has occurred. You agree to cooperate fully with us in any investigation of such activity.

The Bank is unable to ensure that the data transmitted to the Bank, or from the Bank to you on your behalf will not be intercepted by third parties. Our service providers and we assume no responsibility for a third party’s access to or use of your email account, computer system,



or mobile device used to communicate between you and the Bank. You will be solely responsible for the security of your internet connection and email.

You agree that if we offer you services appropriate for your Bank Accounts to help identify and limit fraud or other unauthorized transactions against your Bank Accounts, such as commercially reasonable security procedures, including without limitation Funds Transfer security instructions, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions that could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence caused the loss. If we offer you a commercially reasonable security procedure that you reject, you agree that you are responsible for any wire transfer, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

Increased Costs to Maintain Your Account

If your Bank Account becomes subject to a receivership, court order, or bankruptcy, and we are required to implement changes to your Bank Account that increase our costs to maintain it, you agree to reimburse us for the additional costs and any expenses incurred by us (including, without limitation, attorneys' fees).

Electronic Communications

This Bank Account Agreement and any other agreements, notices, or other communications from the Bank to you may be provided to you electronically via email, through a mobile application we provide, or by posting on a website. You consent and agree to receive communications from us in electronic form. You agree to print a paper copy of or download any electronic communication and retain it for your records.

To use the Bank Accounts, you must provide us with a correct and operational email address and phone number, and you must promptly notify us of any change in your email or phone number. We are not responsible for undelivered or undeliverable email. Documents and communications we provide to you electronically are deemed received by you when we send them to your email on file with us, at the time we make them available to you in a mobile application we provide, or when we post them in a messaging center on our website, as applicable. You agree that it is your responsibility to periodically check for electronic communications. You acknowledge that such delivery will be effective delivery for the purpose of any applicable rules, whether or not you access or review such communication.

Electronic communications we send by email will be sent to the primary email address(es) reflected in the Bank's records. Any changes to this address must be updated with us immediately.

Telephonic Communications



We may monitor, record and maintain records of telephone calls, including without limitation, telephonic wire transfer requests and callback confirmations. You consent in advance to any such recording. We need not remind you of our recording before each telephone conversation unless required by your state's law. Unless required by law, or we have agreed otherwise in writing, we are not required to act upon instructions you leave by voice mail.

You authorize us to contact you regarding your Bank Account and Securities Account at any telephone number that you have previously provided to us or that you may subsequently provide to us, including through the use of voice and voicemail, pre-recorded or artificial voice messages and an automated dialing device and text messages.

Maintenance of United States Address

Unless we approve your maintenance of an address outside of the United States, if you do not maintain a United States address (no Post Office boxes) as your Bank Account address of record for your Bank Accounts, then we may not open the Bank Accounts and may close the Bank Accounts if you subsequently change your address to be outside of the United States. A United States address also includes the Commonwealth of Puerto Rico.

Liability and Indemnification

You will be liable for our costs, attorneys' fees, and disbursements, to the extent permitted by law, in collecting any amounts you owe us or otherwise in enforcing our rights under this Bank Account Agreement. We may deduct such amounts from any Bank Account or Securities Account without notice.

You agree to indemnify, defend and hold harmless us and our affiliates, and our and their respective directors, officers, employees, agents, successors, and assigns (collectively "Indemnified Parties"), from and against any third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with: (i) our compliance with any instructions given by you or your Authorized Representatives and Designees; (ii) our actions as your agent; and (iii) any other administration we perform related to your Bank Account. You agree to reimburse the Indemnified Parties for all claims, costs, losses, and damages we may incur, including reasonable attorneys' fees, in connection with your Bank Account, except to the extent caused by our gross negligence or willful misconduct. We may charge any of your Accounts with us for any such losses, liabilities, or expenses without prior notice to you. With respect to your act, omission, negligence, or fault, you agree to reimburse the Indemnified Parties for all claims, costs, losses, and damages, including fees paid for collection. Nothing in this Agreement may be construed to limit any rights or defenses available to the Indemnified



Parties, or any warranty, indemnity or liability imposed on you, under applicable state or federal laws or regulations, or any separate agreements applicable to your accounts.

Limit on Liability

We serve only as a depository for the funds in your Bank Account. We do not owe you a fiduciary duty with respect to your Account unless we explicitly agree otherwise in writing. Our responsibility to you and to your Account is limited to the exercise of ordinary care as established by the reasonable commercial standards for financial institutions.

We will not have any liability in connection with any unauthorized interception or use of data relating to the Bank Accounts for any reason or cause over which the Bank does not have direct control, including problems attributable to your email account, computer hardware or software (including computer viruses), telephone or other communications, or Internet service providers. We will not be liable for any adverse effects to your Bank Accounts caused by any spam block programs or firewalls that may prohibit electronic communications, and/or account information access through the Internet.

The services provided in connection with the Bank Accounts are provided “as is” and with all faults. We disclaim all warranties, express or implied, including, but not limited to an implied warranty of merchantability or fitness for a particular purpose and lack of viruses. Subject to applicable laws, in no event shall we be liable for: (i) direct damages caused other than by our own gross negligence or willful misconduct; or (ii) indirect, special, incidental, consequential, or punitive damages whatsoever (including but not limited to, damages for lost profits, lost opportunity costs or loss of goodwill arising out of or related to the use of or inability to use the Bank Accounts, even if we have been advised of the possibility of such damages), unless required by law.

We will not be liable for any failure to perform our obligations if such performance, in our reasonable judgment, would be a violation of applicable law or regulation or regulatory directive or guidance. We shall not be liable for any act or omission of any third party (such as, for example, any provider of email or telecommunications services, Internet access or computer equipment or software) or any circumstances beyond our control (such as, for example, a fire, flood or other natural disaster, pandemic, act of God, war, riot, strike, act of civil or military authority, equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services). Our liability to you for any act or failure to act shall not exceed any direct resulting loss which you incur, if any, and payment of any interest or dividends.

Validity, Assignment

This Bank Account Agreement is binding upon and shall inure to the benefit of the parties and their permitted successors and assigns. You may not assign or transfer any rights or



obligations you have under this Bank Account Agreement without our prior written consent. The Bank reserves the right to transfer any right or obligation under this Bank Account Agreement or with respect to any service without your consent. We will provide notice of any such transfer as soon as reasonably practical and legally permissible.

Together with the Jiko Securities Agreement and all schedules, this is the entire agreement relating to each of your Bank Accounts and the services provided with them, and supersedes all prior understandings and agreements with respect to the subject matter of this Bank Account Agreement. This Bank Account Agreement shall prevail if there is any inconsistency with any other document relating to your Bank Accounts. Except as provided in the Arbitration Agreement, if any provision of this Bank Account Agreement is deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired and will remain in full force. Nothing in this Bank Account Agreement, whether express or implied, is intended to confer any right or remedy on any person as to this Bank Account Agreement other than the parties to this Bank Account Agreement, and no action may be brought against the Bank by any person or entity claiming to be a third-party beneficiary to this Bank Account Agreement.

Amendments

We may amend or change (add to, delete from, or modify) the terms and conditions of this Bank Account Agreement and any other documents relating to your Bank Accounts, including without limitation, the schedules, including any Fee Schedule, at any time.. You agree that we may make changes that are effective immediately at the time we provide notice to you or at such other date we designate in the notice. When we change this Agreement, the updated version of this Agreement supersedes all prior versions and governs the Bank Accounts. Your continued maintenance of the Bank Accounts with us indicates your consent to any such changes, additions, deletions, or modifications. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such termination.

Notices to Us

Notices you provide to us must comply with the terms of Schedule B.

Governing Law

This Bank Account Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable Federal law, without giving effect to any choice of law rule that would result in the applicability of the law of any other jurisdiction, provided that the Arbitration Agreement in Schedule A is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 (“FAA”).



Waivers

Any waiver by the Bank must be approved in writing by an authorized representative of the Bank. If a waiver is approved by the Bank, we are not obligated to provide similar waivers in the future. We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of our rights.

Our failure to insist at any time upon strict compliance with any term contained in this Agreement, or any delay or failure on our part to exercise any power or right given to us in this Agreement, or a continued course of such conduct on our part, shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any further exercise.

Headings

All headings in this Agreement and Account Disclosures are for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such document.

Survivability

The provisions of this Agreement and its schedules governing arbitration, choice of law, liability, and indemnification will survive the termination of this Agreement.

Resolution of Disputes

WAIVER OF RIGHT TO JURY TRIAL

EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

WAIVER OF CLASS ACTION RIGHTS

YOU AND WE HEREBY WAIVE, WITH RESPECT TO ANY CLAIM AGAINST EACH OTHER WITHIN THE SCOPE OF THIS AGREEMENT: (I) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER COLLECTIVE OR REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; AND (II) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON.

Notice of Claim



In this Agreement, “Claim” has the meaning described in Schedule A. In the event of a Claim, you and we agree to send a written notice to the other providing a reasonable description of the Claim, along with a proposed resolution.

Our notice will be sent to you based on the most recent contact information that you provide us, but if no such information exists, or if such information is not current, we have no obligation to provide notice under this section.

Your notice must be sent to us at: Jiko Bank, c/o Jiko Technologies, Inc., 135 Main Street, Suite 1320, San Francisco, CA 94105. You must include your name, address, and account number or Social Security Number, and explain in reasonable detail the nature of the Claim and any supporting facts.

For a period of sixty (60) days from the date of receipt of notice from the other party, we and you will engage in a dialogue in order to attempt to resolve the Claim, unless the party against whom the Claim is asserted declares an impasse in writing prior to the expiration of the sixty days. This negotiation period, which shall not exceed sixty days, is referred to herein as the “Resolution Period.” Nothing will require either you or we to resolve the Claim on terms with respect to which you and we, in each of our sole discretion, are not comfortable.

Any statute of limitations, statute of repose, period of laches, and any other applicable statutory, common law, or contractual time limitation shall be tolled during the Resolution Period. This tolling provision is not intended to and shall not for any purposes be deemed to limit or adversely affect any defense, other than a defense based on the passage of time, that a party has, may have, or would have had in the absence of this provision. Nor does this provision waive or release any time-based defense that could have been asserted before or after the Resolution Period; however, the Resolution Period is excluded in the computation of any such defense. Upon expiration of the Resolution Period, you and we will still enjoy all defenses that were available on the first day of the Resolution Period.

Mediation

If you and we cannot resolve a Claim during the Resolution Period, you and we agree that before resorting to arbitration, litigation, or some other dispute resolution procedure, you and we will first try to settle the Claim by mediation administered by the American Arbitration Association (the “AAA”) under its Commercial Mediation Procedures then in effect. Either you or we can initiate mediation by making a request for mediation to AAA in accordance with its Commercial Mediation Procedures.

A timely request for mediation shall toll any statute of limitations, statute of repose, period of laches, and any other applicable statutory, common law, or contractual time limitation then in effect until the mediation is terminated by any of the following: (i) a written

declaration of all parties to the effect that the mediation proceedings are terminated; (ii) a written or verbal declaration of the mediator to the effect that further efforts at mediation would not contribute to a resolution of the parties' dispute; (iii) after one mediation session, by written declaration of a party to the effect that mediation proceedings are terminated; or (iv) when there has been no communication between the mediator and any party or party's representative for twenty-one (21) days following the conclusion of the mediation conference. The time period between the request for mediation and the termination of mediation is referred to herein as the "Mediation Period". This tolling provision is not intended to and shall not for any purposes be deemed to limit or adversely affect any defense, other than a defense based on the passage of time, that a party has, may have, or would have had in the absence of this provision. Nor does this provision waive or release any time-based defense that could have been asserted before or after the Mediation Period; however, the Mediation Period is excluded in the computation of any such defense. Upon expiration of the Mediation Period, you and we will still have all the defenses available that were available on the first day of the Mediation Period.

A good faith attempt to resolve the Claim through mediation shall be a condition precedent to the institution of any further legal proceedings.

Forum Selection

In any event in which a dispute is not resolved through the Notice of Claim, Mediation, or Binding Arbitration, you and we agree that any action or proceeding against you or us involving a Claim (as defined in the Arbitration Agreement) may only be instituted in state or federal court in San Francisco, California. Accordingly, you and we consent to the jurisdiction and venue of such courts for such matters.

Schedule A

Arbitration Agreement

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. IT REQUIRES ALL CLAIMS BETWEEN YOU AND US TO BE RESOLVED BY BINDING ARBITRATION WHENEVER YOU OR WE CHOOSE TO SUBMIT A CLAIM TO ARBITRATION. BY ACCEPTING THIS ARBITRATION AGREEMENT, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO A SMALL CLAIMS COURT) AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION. IN ARBITRATION, (A) THERE IS NO JUDGE OR JURY, (B) PROCEDURES ARE GENERALLY SIMPLER THAN THE RULES THAT APPLY IN COURT AND DISCOVERY IS MORE LIMITED, (C) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME MAY BE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (D) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED.

Agreement to Arbitrate. Either you or we may elect, without the consent of the other, to arbitrate any Claim (as defined below) through the binding arbitration process set forth in this Arbitration Agreement. Neither you nor we waive the right to elect to arbitrate a claim by filing an action in court, or by pursuing provisional, ancillary, or self-help remedies.

Claims Covered by Arbitration. Except, in each case, for certain claims described in “Claims Not Covered by Arbitration” below, “Claims” subject to this Arbitration Agreement include all of the following: (1) disputes, claims, or controversies arising out of or related to this Agreement and any later versions of or changes or modifications to this Agreement; (2) disputes, claims or controversies arising out of or related to your Bank Accounts; (3) disputes, claims or controversies arising out of or related to any aspect of any relationship between you and us; (4) disputes, claims or controversies arising out of or related to any services we provide to you; and (5) disputes, claims or controversies related to the interpretation, scope, applicability, or enforceability of this Agreement or the Arbitration Agreement. Claims are subject to arbitration whether they are based in contract, tort, federal or state statute, constitution, regulation, or any other legal theory, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Claims include claims or disputes that arose before the parties entered into this Agreement (such as claims related to advertising) or after termination of this Agreement or your account is closed.

Claims Not Covered by the Arbitration Agreement. Claims filed by you or by us in a small claims court are not subject to arbitration, so long as the dispute remains in such court and advances only an individual claim for relief. Claims does not include claims subject to arbitration pursuant to the arbitration agreement in your Commercial Brokerage and Advisory Account Agreement, if any. The “Class and Representative Action Waiver” and

“Public Injunctive Relief Waiver” sections below set forth additional claims not subject to arbitration.

Commencing Arbitration. To the fullest extent permitted by applicable law, a Claim will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association (“AAA”), including the procedures for Large, Complex Commercial Disputes, and the provisions of this Agreement, but the requirements of this Arbitration Agreement will be followed if there is disagreement between the Arbitration Agreement and AAA’s procedures. You can obtain AAA procedures, rules, and fee information by calling 800.778.7879 (toll-free) or visiting <http://www.adr.org/>.

If the AAA cannot act as the arbitration administrator for any reason, you and we may agree to a comparable arbitration administrator. If you and we cannot agree, then a court of competent jurisdiction shall appoint an arbitration administrator. Either you or we may start an arbitration by giving written notice to the other party. This notice may be given before or after a lawsuit has been filed concerning the Claim and it may be given by papers filed in the lawsuit such as a motion to compel arbitration. The party bringing a Claim is responsible for initiating the arbitration with the arbitration administrator pursuant to its rules. Any in-person arbitration hearing will be conducted in San Francisco, California unless the parties agree otherwise or the arbitrator or arbitration administrator orders otherwise. Discovery will be permitted pursuant to the applicable arbitration rules.

Arbitration Procedure. Unless you and we agree otherwise in writing, the arbitration shall be decided by a single, neutral arbitrator, who shall be a retired judge or a lawyer with at least ten years’ experience, selected in accordance with the arbitration administrator’s rules. The arbitrator will decide the dispute in accordance with the terms of this Agreement and applicable substantive law, including the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”), and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. Except as provided in the “Class and Representative Action Waiver” and “Public Injunctive Relief Requests” sections below, the arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. All parties to the arbitration will have the right, at their own expense, to be represented by an attorney or other advocate of their choosing.

The arbitrator’s award shall be final and binding except that any party may appeal any award relating to a Claim for more than one hundred thousand dollars (\$100,000) or for injunctive relief to a three-arbitrator panel appointed by the arbitration administrator, which will reconsider de novo any aspect of the appealed award. The appeal must be filed with AAA (or, if applicable, a different arbitration organization) not later than thirty (30) days after the

original award issues. The appealing party pays all appellate costs unless the appellate panel determines otherwise as part of its award. The panel's decision will be final and binding. In either event, you or we may seek to have the award vacated or confirmed and entered as a judgment in any court having appropriate jurisdiction. The substantive law of the FAA shall govern any petition or motion to confirm or vacate the arbitrator's award.

Governing Law. You and we agree that you and we are participating in transactions that involve interstate commerce and that this Arbitration Agreement and any resulting arbitration are governed by the FAA.

Class and Representative Action Waiver. YOU AND WE AGREE THAT EACH PARTY TO THIS ARBITRATION AGREEMENT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. The arbitrator shall have no authority to conduct any class, private attorney general, or other representative proceeding. This paragraph does not apply to requests for public injunctive relief, which are addressed in the paragraph below entitled "Public Injunctive Relief Requests." If for any reason this class action waiver is unconscionable or unenforceable, our agreement to arbitrate will not apply and the Claim must be brought exclusively in court. Only a court, and not an arbitrator, shall determine the validity, scope, and effect of this class action waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

Public Injunctive Relief Requests. If you or we seek public injunctive relief as a remedy for any Claim against one another (a "Public Injunctive Relief Request"), you and we agree that Public Injunctive Relief Request cannot be arbitrated. Instead, that Public Injunctive Relief Request shall be adjudicated by a court after all other Claims to be decided in arbitration under this Arbitration Agreement are resolved in arbitration. You and we agree to jointly request that the court stay the Public Injunctive Relief Request until after the remaining Claims have been finally resolved in arbitration, and that the parties will only seek to lift the stay and request that the court resolve the Public Injunctive Relief Request if an arbitrator finds that one of them is liable for a Claim for which public injunctive relief is an available remedy. The validity, enforceability, and effect of this section shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator.

Jury Waiver and Limitation of Rights. **You and we agree that, by entering into this Arbitration Agreement, the parties are each waiving the right to a trial by jury or a trial before a judge in court (except for matters that may be taken to a small claims court). You and we acknowledge that arbitration will limit our legal rights, including the right to participate in a class action, the right to a jury trial, the right to conduct full discovery, and the right to appeal.**



Arbitration Costs. If permitted by the rules of the selected arbitration administrator, you agree to pay any initial filing fee charged to you by the arbitration administrator for any arbitration you commence, and we agree to pay any initial filing fee charged to us by the arbitration administrator for any arbitration we commence. We will pay all other fees charged by the arbitration administrator or arbitrator, including any filing, administration, and/or arbitrator fees. We will pay the entire initial filing fee if: (1) you reasonably claim to be unable to afford it; and (2) you seek but cannot obtain a waiver of that fee from the arbitration administrator. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

Opt-Out. You may choose to opt out of the Arbitration Agreement, but only by following the process set forth below. If you do not wish to be subject to this Arbitration Agreement, you must notify us in writing within sixty (60) calendar days of the date you enter into this Agreement at the following address: Arbitration Opt-Out, Jiko Bank c/o Jiko Technologies, Inc., 135 Main Street, Suite 1320, San Francisco, CA 94105. Your written notice must include your name, address, Bank Account number or tax identification number, and a statement that you wish to opt out of this Arbitration Agreement.

Continuation; Severability. This Arbitration Agreement shall survive termination of your Bank Accounts as well as voluntary payment of any debt in full by you and any legal proceeding by us to collect a debt owed by you. Except as this Arbitration Agreement otherwise provides, if any portion of this Arbitration Agreement is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the Federal Arbitration Act, it shall not invalidate the remaining portions of this Arbitration Agreement, the Agreements or any prior Agreements you may have had with us, each of which shall be enforceable regardless of such invalidity. For avoidance of doubt, if the "*Class Action and Representative Action Waiver*" section is deemed invalid or unenforceable in whole or in part, this entire Arbitration Agreement shall be deemed invalid and unenforceable.

Changes to Arbitration Agreement. Notwithstanding anything to the contrary in this Bank Account Agreement, the following terms shall apply to any amendment of this Arbitration Agreement. You and we agree that we have the right to amend this Arbitration Agreement, and that if we make any amendment to this Arbitration Agreement (other than an amendment to any notice address or website link provided herein), that amendment shall be effective upon our provision of Notice to you. No change shall apply to any Claim against us that accrued prior to the effective date of the change. Instead, the change shall apply to all other Claims governed by this Arbitration Agreement that have arisen or may arise between you and us. If you do not agree to these amended terms, you may reject the amended Arbitration Agreement, and you will not be bound by it. To reject the amended terms, you must send us written notice of your rejection within sixty (60) days after the date we provided notice of the amendment. You must include your name, address, email address, telephone number, and account number. The notice of rejection must be mailed to



Jiko Bank c/o Jiko Technologies, Inc., 135 Main Street, Suite 1320, San Francisco, CA 94105, Attention: Legal Department. This is the only way that you can reject amendments to this Arbitration Agreement.

Judicial Reference (California Account Holders Only)

IF YOU ELECT TO REJECT ARBITRATION BY SENDING A WRITTEN NOTICE OF REJECTION TO US WITHIN 60 DAYS OF ACCOUNT OPENING, OR IF THE ARBITRATION AGREEMENT IS UNENFORCEABLE, YOU AND WE AGREE THAT ANY DISPUTES WILL BE RESOLVED IN THE SUPERIOR COURT FOR THE COUNTY OF YOUR BILLING ADDRESS IN A GENERAL REFERENCE PURSUANT TO CODE OF CIVIL PROCEDURE (“CCP”), § 638(a). YOU ACKNOWLEDGE AND AGREE THAT IN A JUDICIAL REFERENCE ACTION, ANY DISPUTE WILL BE HEARD BY A REFEREE AND NOT BY A SUPERIOR COURT JUDGE AND JURY, AND HEREBY WAIVE YOUR RESPECTIVE CONSTITUTIONAL AND STATUTORY RIGHTS TO HAVE A TRIAL IN FRONT OF A JUDGE AND JURY. The Referee shall be appointed pursuant to CCP § 640 in the absence of agreement on the selection. The Referee shall be a retired federal judge, a retired state appellate judge, or a retired state trial judge, in that order of preference. Upon request, we will pay your portion of the fees and expenses of the Referee. For avoidance of doubt, disputes subject to judicial reference do not include claims subject to arbitration pursuant to the arbitration agreement in your Commercial Brokerage and Advisory Account Agreement, if any.



Schedule B

Notice

Any notice contemplated under this Agreement must be provided at the contact information below and will not be deemed received by us until we have had a reasonable opportunity to act upon it. You can also contact us here if you have any questions about your Bank Accounts:

Telephone: 1-833-333-JIKO (1-833-333-5456) (if calling from outside the United States, call +1-510-788-8810)

Emailing: account.support@jiko.io