



Jiko Securities, Inc.

Brokerage Account Agreement

Revised December 22, 2022

The terms and conditions of this Brokerage Account Agreement (“Agreement”) will control the brokerage account you are opening with us and any other brokerage account you open with us in the future. Each account you open is a cash account where all trades are fully paid for; we do not currently offer margin accounts.

This Agreement contains a pre-dispute arbitration agreement. By tapping "I agree" on the bottom of the screen on the Jiko App on which a link to this Agreement is provided, you agree to certain provisions concerning your rights in any dispute with us. See Section 9 of this Agreement.

1. General Account Terms and Conditions

1.1 Relationship In consideration of us opening, maintaining or servicing the Account for you, you agree to the terms and conditions of this Agreement. This Agreement includes these terms and conditions, and applicable Disclosure Documents related to your Account (“Account Disclosures”), together with any additions, amendments, or supplements to such documents. There may be additional terms, account disclosures or agreements which may be applicable to a particular feature, program, account, or service related to your Account.

1.2 Nature of Relationship We (“Broker”) will act as your Introducing Broker. Clearing Broker will act as the clearing broker. Clearing Broker has established one or more proprietary accounts and an omnibus account for trading of U.S. Treasury bills and other investment products by Introducing Broker on behalf of itself (i.e., the proprietary account(s)) or its customers (i.e., the omnibus account). Introducing Broker shall introduce Introducing Broker’s customers to Clearing Broker on an undisclosed basis through the omnibus account, pursuant to the terms of a clearing agreement between Introducing Broker and Clearing Broker. The omnibus account shall be carried in the name of Introducing Broker and Introducing Broker shall effect all customer transactions to be executed and cleared by Clearing Broker for Introducing Broker through the omnibus account. Please note that funds and securities from the Account will be held at Clearing Broker in an omnibus account in our name as Introducing Broker (and not in your name) together with the funds and



securities of our other customers. Your beneficial interest in such omnibus account will be recorded on Introducing Broker's books and records.

1.3 Effect of Submission By tapping "I agree" on the bottom of the screen on the Jiko App on which a link to this Agreement is provided, you agree to this Agreement and any additional terms, agreements or account disclosures we may provide you, which are incorporated into this Agreement by reference.

1.4 Investments and Liquidations Monies deposited into the Account, other than the Cash Cushion, shall be promptly invested into the latest issuance of U.S. Treasury bills of the maturity set forth in the Jiko U.S. Treasuries Risk Disclosures (as amended from time to time and made available on the Jiko App and at <https://jiko.io/disclosures>), and held in the omnibus account described in Section 1.2. Liquidations of your securities shall be effected as authorized by you to cover transfers and withdrawals out of your Bank Account, as described in Section 3.6 hereof, to the extent your Cash Cushion is not sufficient. You also acknowledge that your orders will be executed by us, as principal, and are subject to best execution standards.

Maximum Balance. The balance of in your Account shall be no more than **\$500,000. Deposits that would cause your Account balance to exceed the Maximum Balance may be rejected by us in our sole discretion.** We may make exceptions to the Maximum Balance in our sole discretion and subject to conditions established in our sole discretion.

1.5 Continuing Trading Authorization By tapping "I agree" on the bottom of the screen on the Jiko App on which a link to this Agreement is provided, you agree and authorize us to invest or re-invest funds into the latest issuance of U.S. Treasuries as set forth in the Jiko U.S. Treasuries Risk Disclosures, as described in Section 1.4.

2. Definitions

"Account Disclosures" has the meaning set forth in Section 1.1 hereto.

"Agreement" means this Agreement, together with any supplemental agreements.

"Account" means, collectively or individually, any brokerage account you have with us, including any and all funds, money, Securities or Other Property that you have with us pursuant to this Agreement at any time.

"Bank" means Jiko Bank, a division of Mid-Central National Bank .

"Bank Account" has the meaning set forth in Section 3.6 hereto.



“Broker” has the meaning set forth in Section 1.2 hereto.

“Business Day” means Monday through Friday, excluding New York Stock Exchange holidays.

“Cash Cushion” means the amount of excess cash in your Account that remains below the minimum investment trade size of \$100.

“Clearing Broker” means a broker-dealer that has entered into an omnibus clearing arrangement with Broker under which Clearing Broker holds the funds and securities in your Account on an omnibus basis, and clears and settles your transactions.

“Introducing Broker” means the Broker when it acts in the capacity of a broker-dealer who opens an Account on your behalf and introduces the account to a Clearing Broker that will carry the Account and clears and settles your transactions.

“Jiko App” means the mobile application owned and operated by our affiliate, Jiko Technologies, Inc.

“Maximum Balance” has the meaning set forth in Section 1.5 hereto.

“SEC” has the meaning set forth in Section 5.2 hereto.

“Securities or Other Property” means money, securities, and financial instruments of every kind and nature, and related contracts and options, distributions, proceeds, products, and accessions of all property.

“We,” “Our,” “Ours,” and “Us” mean the Broker.

“You,” “Yours,” “the Undersigned,” and the “Account Holder” mean the person(s) who accepts this Agreement by tapping "I agree" on the bottom of the screen on the Jiko App on which a link to this Agreement is provided.

3. Authority and Ownership

3.1 Representations By accepting this Agreement, you represent and warrant that you and any other individuals who sign on behalf of the named account holder have the authority to open the Account and effect all transactions and other investments for the Account.

3.2 Additional Certifications You also certify that:

- you are of legal age to enter into contracts in the state where you live;



- no one has any interest in the Account unless such interest is shown in the title of the Account;
- you are not employed by a broker-dealer or other employer whose consent is required to open and maintain this Account by regulation or otherwise, unless you have so indicated to us; and such consent has been provided to you and that you can provide us a copy of the written consent if requested by us;
- you are not a director, 10% beneficial owner, policy making officer, or otherwise an “affiliate” (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company, unless you have so indicated to us; and
- you are not insolvent.

3.3 Agency You appoint us as your agent for the purpose of carrying out your instructions, including those relating to the purchase or sale of securities. You assume all investment risk with respect to such transactions. All transactions will be executed only on your order or the order of your authorized representative, except as provided by this Agreement or otherwise agreed to. As your agent, we are authorized to establish relationships with clearing brokers and to appoint and use sub-agents. You authorize us and our sub-agents to, among other things, open or close brokerage accounts; maintain customer records; hold securities in bearer, registered, or book entry form; place and withdraw orders; and take other reasonable steps in connection with our duties. We may, at our sole discretion and without prior notice to you, refuse, cancel or restrict your orders.

3.4 No Liability We shall not be liable in connection with entering, executing, handling, selling, or purchasing securities or orders for your Account except as a result of gross negligence or willful misconduct on our part.

3.5 Customer Identification Program Notice In order to help the government fight the funding of terrorism and money laundering activities, we are required under federal law to obtain, verify, and record information that identifies each person who opens an account with us. When you open an Account, we are required to collect information such as your name, date of birth, permanent physical address, and identification number (typically, your social security number or taxpayer identification number). You may also need to provide your driver’s license or other identifying documents. You authorize us to verify your identity and other information and to provide information about you and your Account to consumer and collection agencies as part of the verification process.. We may deny your application to open an Account



or refuse to provide you with certain services available under this Agreement in our sole discretion for any reason.

3.6 Transfers In and Out of Your Account In connection with the opening of your Account you will also maintain a bank deposit account (your “Bank Account”) at Bank. Your Bank Account will be subject to separate terms and conditions between you and Bank. You understand that in accordance with the terms of your agreement with the Bank, your Account will be funded through deposits in your Bank Account. You also understand and agree that in accordance with the terms of your agreement with Bank, cash balances in your Bank Account will be used to honor third party electronic funds transfers you make (including, but not limited to, ACH debits and ACH credits), and to honor ATM or other withdrawals you make. You also understand and agree that if the balance in your Bank Account is insufficient to pay any of those amounts when due, U.S. Treasury bill holdings in your Account will be liquidated to the extent required to generate proceeds sufficient to pay the amounts due, and such proceeds will be promptly transferred to Bank to pay the amounts you owe. **By tapping “I agree” at the bottom of the screen on the Jiko App on which this Agreement is provided, you acknowledge that you have received the following disclosures and understand that the funds deposited into your Account: are not insured by the FDIC; are not deposits or other obligations of Bank and are not guaranteed by Bank; and are subject to investment risks, including possible loss of the principal invested.**

4. RESERVED.

5. Communications

5.1 Account Statements and Confirmations From time to time, but no less frequently than quarterly, we will send you statements for your Account, which will be electronically as agreed to by you pursuant to Section 6.1 hereof. We will also send you transaction confirmations as required by law or regulation. We will keep on file for you a mailing address that you provide (including an email address), and will use the address specified by you or any updated address you provide, to send you written communications by mail or other methods (including, without limitation, electronically via the Jiko mobile application). We will consider any communication delivered to that address as delivered to you personally. You must notify us immediately of any change to your mailing or email address. If we become aware of a change of your mailing address through notification from the U.S. Postal Service, we may update our records accordingly, however, we have no obligation to you to update your mailing address unless you have personally notified us of the address change.



5.2 Accuracy of Address You acknowledge that the rules of the Securities and Exchange Commission (the “SEC”) require that certain communications be sent to you rather than to an agent acting on your behalf. You warrant that the address specified by you is an address where you personally receive communications unless it is the address of a qualified custodian as defined by the SEC.

5.3 Indemnity You further agree to indemnify and hold us and our affiliates’, and our and their officers, directors, and employees harmless from any and all liabilities arising from our compliance with any instructions given by you or persons authorized to act on your behalf, and from exercising our discretionary rights to purchase U.S. Treasury bills for your account and you hereby specifically waive any claims from your election to grant discretion to us or to not promptly review transactions posted to your Account.

5.4 Accuracy of Confirmations Transactions entered for your Account shall be confirmed in writing to you when required by applicable law or regulation. You agree that transactions on your statements and confirmations shall conclusively be deemed accurate, binding, and authorized by you unless you notify us in writing, for confirmation, within three (3) days of when the confirmation is first made available to you and, for statements ten (10) days of when the statement is first made available to you. Even if you have orally advised us of any inaccuracy or unauthorized activity, you must send written notice by letter or mail of the believed inaccuracy to us. Failure to so notify us in writing will preclude you from asserting at a later date that such transaction was inaccurate or unauthorized.

5.5 Abandoned Property You understand and agree that the Securities and Other Property in your Account may be transferred to the appropriate state if we are unable to contact you by mail or email and no activity has occurred in the account within the time period specified by state law.

6. Electronic Delivery of Communications

6.1 Means of Delivery By accepting the terms of the Electronic Communications Disclosure Statement and Consent, you consent to electronic delivery of all communications relating to your Account by:

- posting the communication on the Jiko mobile application, where it can be viewed and downloaded by you (via your mobile device with appropriate printing software as may be installed by you);

6.2 Effective Delivery 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.



6.3 Other Means of Delivery Regardless of your consent to electronic delivery, you agree that we may deliver communications relating to your Account by other means that do not affect your consent.

7. Fees, Commissions, and Other Charges We may assess your Account with charges to cover our services, or the termination of services, including, but not limited to, an annual household fee, operational and service fees, custodial fees, and transaction fees and commissions. You agree to pay the fees and charges specified in our current Fee Schedule (see Appendix A), and we agree to notify you before changing the schedule. You agree that we may debit your Account for any fees or charges that you incur, or any reasonable out-of-pocket expenses we may incur on your behalf. You agree to pay or reimburse us for all applicable state and local excise taxes.

8. No Investment Advice You understand and acknowledge that neither we nor our affiliates provide any investment recommendations in connection with your Account, nor do we give advice or offer any opinion with respect to the suitability, profitability or appropriateness for you of any security, investment, financial product, or investment strategy. You understand and acknowledge that you are responsible for determining whether an investment in or strategy of investing in U.S. Treasury bills is suitable for you. All transactions will be done only on your order or the order of your authorized delegate, except as otherwise provided in this Agreement.

9. Pre-Dispute Arbitration Agreement

9.1 This Agreement contains a pre-dispute arbitration provision. For the purpose of this provision, “Party” or “Parties” means you and us, together with our affiliates, collectively. By tapping "I agree" on the bottom of the screen on the Jiko App on which a link to this Agreement is provided, you agree to this Agreement and the Parties agree as follows.

- All of the Parties to this Agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.
- Arbitration awards are generally final and binding; a Party’s ability to reverse or modify an arbitration award is very limited.
- The ability of the Parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

- The arbitrators do not have to explain the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators typically will include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration.
- In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

9.2 No Party shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any Party who has initiated in court a putative class action or against any Party who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until the:

- class certification is denied by the court; or
- class is decertified by the court; or
- client is excluded from the class by the court.

9.3 Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

9.4 It is agreed that all controversies or disputes which may arise between you and us, including controversies or disputes with our clearing agent (collectively, “us”), concerning any transaction or the construction, performance or breach of this Agreement or any other agreement between us, whether entered into prior to, on, or subsequent to the date of this Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by the Financial Industry Regulatory Authority (“FINRA”) in accordance with its arbitration procedures.

9.5 Any of us may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement will be conducted pursuant to the Federal Arbitration Act and the Laws of the State of California. The state or federal statute of limitations, statute of repose, non-claim statute or any other time bar that would be applicable to



any claim filed in a court of competent jurisdiction shall be applicable to any claim filed in arbitration.

10. No Tax or Legal Advice We do not provide tax or legal advice with regard to your Account. You should consult with your personal tax advisor before making tax-related investment decisions. We do not render legal advice, nor are we obligated to take any action with respect to legal proceedings, including bankruptcy, that may arise regarding securities held or formerly held in your Account or the issuer of those securities.
11. SIPC Coverage We are a member of the Securities Investor Protection Corporation (“SIPC”). SIPC protects client accounts against the loss of their securities in the event of the member’s insolvency and liquidation by replacing missing securities and cash up to a maximum of \$500,000 per client, including \$250,000 for claims for cash. SIPC does not protect you against losses from changes in the market values of your investments.

For more information on SIPC coverage, please see the explanatory brochure available at <http://www.sipc.org> or contact SIPC at 202-371-8300.

12. General Provisions

12.1 No Waiver Unless specifically permitted in this Agreement, no provision of this Agreement can be, nor will be deemed to be, waived, altered, modified, or amended unless agreed to in writing signed by us. 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.

12.2 Privacy You understand and agree that in connection with the Account and the services provided related to the Account and in accordance with applicable law, we may share information with Bank and our other affiliates and service providers that perform services on our behalf. The Introducing Broker’s privacy practices are set forth in our Privacy Policy, made available to you through the Jiko App and at <https://jiko.io/privacy>.

12.3 Severability If any condition or provision of this Agreement shall be held to be invalid or unenforceable by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall affect only such condition or provision. The validity of the remaining provisions and conditions shall not be affected and this Agreement shall be carried out as though such invalid or unenforceable condition or provision were not contained herein.



12.4 Indemnification You will indemnify us, our employees, and agents and hold us, our employees, and agents harmless from any loss, damage, or liability arising out of any transaction in which we act, either directly or indirectly, or as your agent (or the agent of one of you), absent any willful or grossly negligent conduct by us.

12.5 Modification of Agreement We may unilaterally change the terms and conditions of this Agreement at any time upon providing notice to you.

12.6 Headings All headings in this Agreement and other 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.

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

12.8 Governing Law This Agreement shall be deemed to have been made in the State of California and shall be construed, and the rights and liabilities of the parties determined, in accordance with the laws of the State of California without regard to choice of law provisions.

13. Account Termination

13.1 Right to Terminate You understand that you or we may terminate any Account, account feature or service at any time for any reason including, without limitation, upon the termination of your Bank Account. You remain responsible for debits and charges whether they arise before or after the Account is terminated. You agree to pay us promptly for all outstanding amounts owed to us. You and we agree to promptly liquidate all outstanding US Treasury bills beneficially owned by you and to distribute any net proceeds thereof to you. Upon termination, you authorize us to:

- cancel any open orders and close any outstanding contracts;
- distribute the assets in your Account to you; or
- sell your Securities or Other Property at your risk and expense.

13.2 No Responsibility for Losses We cannot be held responsible for losses if we sell any of your Securities or Other Property, even if liquidation or distribution would cause taxable consequences to you, or for the tax consequences of liquidating assets or distributing them to you.



13.3 Withholding for Taxes and Losses You further agree that we may withhold any amounts that we reasonably believe are necessary to pay any federal, state or local tax withholding obligations and outstanding debts to us.

[APPENDICES FOLLOW]



Appendix A

Fee Schedule

At present, we do not charge your Account for commissions on trades pursuant to this Agreement. However, our affiliates Jiko Technologies, Inc. and Bank (with respect to your Bank Account), may earn a fee for services under agreements that you separately execute.