



## Jiko Securities, Inc.

### Commercial Brokerage and Advisory Account Agreement

Revised November 1, 2023

The terms and conditions of this Commercial Brokerage and Advisory Account Agreement, including any schedules or supplements hereto (the “Agreement”) will control any securities and advisory account (the “Securities Account”) you are opening with us and any other Securities Account you open with us in the future. Each Securities Account you open is a cash account where all trades are fully paid for; we do not currently offer margin accounts.

The words “we,” “us” and “our” refer to Jiko Securities, Inc., and its successors and assigns. “Customer,” “you” and “your” refer to the business (e.g., corporation, limited liability company, partnership, and sole proprietors) that opens any Securities Account. In this Agreement, words used in the singular include the plural and words used in the plural include the singular.

This Agreement contains a pre-dispute arbitration agreement. By signing and dating the certification at the end of this Agreement, you agree to certain provisions concerning your rights in any dispute with us. See Schedule A commencing on page 15 of this Agreement.

#### 1. General Account Terms and Conditions.

- 1.1 Relationship. In consideration of us opening, maintaining and/or servicing any Securities 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 Securities Accounts (“Account Disclosures”), together with any additions, amendments, or supplements to such documents. There may be additional terms, account disclosures, or agreements that may be applicable to a particular feature, program, account, or service related to your Securities Accounts.
- 1.2 Nature of Relationship. Funds in your Jiko Securities Account will be invested in U.S. Treasury Bills of various maturities that you select, as described more fully below, through transactions cleared by us on your behalf. Funds and securities in any Jiko Securities Account will be recorded on our books and records and held at the Custodian (defined further below) in an account in our name (and not in your name), together with the funds and securities of our other customers. Please note that to facilitate the purchase and sale of U.S. Treasury Bills by you and by other customers of Jiko Securities, we will execute trades of U.S. Treasury Bills with your Jiko Securities Account on a principal basis, subject to our best execution standards. Principal transactions will be subject to a spread between the prices at which we buy and sell U.S. Treasury Securities. As we may generate gains from this trading activity, that activity may create a conflict of interest between us and you. By signing this Agreement, you consent to our trading with your Jiko Securities Account as a

principal. Our advisory services are limited to selecting the U.S Treasury Securities that are eligible for trading in the Securities Account.

- 1.3 Binding Agreement. By opening a Securities Account, you agree to be bound by the terms and conditions of this Agreement, Account Disclosures, and any additional terms or agreements we may provide you, which are incorporated into this Agreement by reference.
- 1.4 Investments. The monies you deposit with us will be invested in U.S. Treasury Bills of various maturities that you select based on different investment strategies we offer. We will open a separate Securities Account for each investment strategy you are enrolled in. You agree and authorize us to open one Securities Account for each of the different investment strategies we offer now or may offer in the future. Any monies you deposit with us that are insufficient to purchase additional Treasury Bills will be held by us as cash until you deposit such further funds as necessary to purchase additional U.S. Treasury Bills. Funds held as cash may also be used to satisfy transfers and withdrawals out of your linked Bank Account before we sell securities to satisfy your requested transfer. Cash on deposit with us is not interest-bearing.
- 1.5 Liquidations. Each of your Securities Accounts will be linked to a separate Bank Account, as described in Section 3.7 below. Liquidations of your securities shall be effected to pay for transfers and withdrawals out of your Bank Accounts and other monies owed to Jiko Bank to the extent that cash in your Bank Account is not sufficient. You also acknowledge that your orders will be executed by us, as principal, and are subject to best execution standards. You authorize us to accept instructions from Jiko Bank to transfer money from your Securities Accounts to the Bank and to liquidate holdings to the extent required to generate proceeds sufficient to pay the amount of each transfer you have requested, or to pay for amounts Jiko Bank otherwise debits from your Bank Account.
- 1.6 Maximum Balance. There is no maximum balance for any Securities Account.
- 1.7 Fees and Expenses. You agree to pay the advisory fees as disclosed to you from time to time. The fees we charge you may be updated from time to time, or as otherwise indicated by us with notice to you by email or other reasonable method. If you are unwilling to accept the fees, you may close your account at any time, but your continued use of the Account(s) will be deemed acceptance of the relevant fees. Jiko Securities only charges an advisory fee and does not charge any brokerage fees or commissions at this time.
- 1.8 Continuing Trading Authorization. You agree and direct us to invest or reinvest funds for each of the investment strategies you are enrolled in.
- 1.9 Duty of Care. In connection with your Securities Accounts, we assume no responsibility beyond the exercise of ordinary care. You agree that we act within reasonable standards by processing items through automated processing systems. In

all cases, “ordinary care” requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated institutions. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than is otherwise established by the laws governing your Securities Account. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations.

2. Definitions. Unless otherwise defined in the Agreement, capitalized terms have the meanings ascribed below:

“Bank Account” means your commercial bank account with Jiko Bank that is linked to your Securities Account.

“Custodian” means the entity that holds the funds and securities in your Securities Accounts on an omnibus basis.

“Jiko Bank Account Agreement” means the agreement governing your commercial Bank Accounts with Jiko.

“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.

3. Account Terms.

3.1 Ownership. Only the person identified in our records as the owner (“Owner”) is considered the Owner of a Securities Account. You agree that our records control any dispute over the ownership rights controlling a Securities Account and you may change Ownership rights only with our consent. The Owner of a Securities Account has the power to perform all the transactions available to the Securities Account (for example, depositing funds, withdrawing funds, obtaining and releasing information about the Account, etc.). Authorized Representatives (described below) and persons with a power of attorney acceptable to us for the Owner are also entitled to conduct banking transactions and obtain information about your Securities Account.

3.2 Authorized Representative. You agree to provide us 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”, and collectively, “Authorized Representatives”) to take certain actions with respect to your Securities Accounts on your behalf, including, without limitation, signing this Agreement and any agreements with Jiko Securities and other documents relating to the Securities Accounts, initiating, receiving and responding to communications regarding the Securities Accounts by telephone or email. In addition to Authorized Representatives, you may also designate one or more individuals (“Designees”) who will have such access to your Jiko Securities Account as both you designate and we permit, but who are not

authorized to sign any agreements with us on your behalf. 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.

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

- obtain and release information about the Securities Accounts, including statements;
- sign or authenticate any document in connection with the Securities Account, including this Agreement;
- close your Securities Account and request how any remaining account balance is to be paid by us; and
- otherwise dispose of or deal with your Securities Account as your agent.

We are authorized to follow the instructions of any one Authorized Representative. We reserve the right, but are not obligated, to place trading, disbursement, and other restrictions on the Securities Account in the event we receive notice of a dispute among, or conflicting instructions from, Authorized Representatives.

You agree to pay for and are otherwise responsible for all transactions and other actions initiated by 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 Authorized Representatives, 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.

- 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 (please also see our U.S. Treasuries Risk Disclosures available on our website). All transactions will be executed only on your order or the order of an 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 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. You assume all investment risk with respect to such transactions.

- 3.4 No Liability. We shall not be liable in connection with entering, executing, handling, selling, or purchasing securities or orders for your Securities 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 a Securities Account, we are required to collect information such as legal business name, principal business address, and federal tax identification number. You will also be requested 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 may also need to provide supporting documentation to further validate your existence and good standing. You authorize us to verify the legal entity's identity and the beneficial owners' identities, as part of the verification process. Subject to applicable laws, we may deny your application to open a Securities Account or refuse to provide you with certain services available under this Agreement in our sole discretion and for any reason.
- 3.6 Transfers In and Out of Your Securities Accounts. In connection with the opening of each of your Securities Accounts, you will maintain a separate linked deposit account at the Bank (each a Bank Account). Your Bank Accounts will be subject to separate terms and conditions between you and the Bank. By entering into the Jiko Bank Account Agreement and this Agreement, you authorize the linking of each of your Bank Accounts to a separate Securities Account and further authorize and approve Jiko Bank to make and request transfers between the linked accounts as described herein. You understand that in accordance with the terms of your agreement with Jiko Bank, each linked Securities Account will be funded through funds swept from deposits and other credits made to the linked Bank Account. When funds are available in your Bank Account, those funds will be transferred to the linked Securities Account and invested by Jiko Securities pursuant to this Agreement. The funds in your linked Securities Account may be invested in U.S. Treasury Bills of one or more maturities based on your selection of investment strategies we, as investment advisor, offer. We may open additional, separate Securities Accounts for you as U.S. Treasury Bills of varying maturities are made available, and/or for each investment strategy that you select. If we are unable to complete a purchase of Securities on your behalf for any reason, the transaction may be declined.

- 3.7 Trusted Contact Person. If the Securities Account owner is an incorporated organization account, each Authorized Representative on your account is a Trusted Contact Person (“TCP”). A TCP is someone at least 18 years of age we can contact if we suspect the account owner may be subject to financial exploitation or if we have questions about the account owner’s mental or physical well-being. This means that you have authorized us to contact the TCP at our discretion and to disclose any information to address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by industry regulations or state law. If the account owner is not an incorporated organization (such as a sole proprietorship) you are encouraged, but not required, to designate a TCP for your account. Designating a TCP does not ensure that financial exploitation will not be attempted or occur and does not obligate us to contact the TCP. You waive any claim for loss or damages against Jiko Securities arising out of or relating to our contacting (or not contacting) a designated TCP.
- 3.8 Your Representations and Warranties. You warrant that your account application is true and complete and that you will immediately provide written notice to Jiko Securities of any information changes. You authorize us to make any inquiry (with third parties or otherwise) to verify information. You represent that all assets held in your account belong to you and that all trading in your account is conducted solely for your benefit. For organization accounts, you and your Authorized Representatives warrant that: (i) you are authorized under your governing documents and in the jurisdictions in which you are organized or regulated to enter this Agreement and trade the U.S. Treasury securities you select; (ii) you are under no legal incapacity; and (iii) that persons identified to enter orders have proper authority and have sufficient knowledge and experience to understand the nature and risks of the U.S. Treasury securities to be traded. For sole proprietorship accounts, you warrant that you: (i) are over 18; (ii) are under no legal incapacity; and (iii) have sufficient knowledge and experience to understand the nature and risks of the U.S. Treasury securities to be traded.
- 3.9 Regulated Persons and Entities. Unless you provide written notice to Jiko Securities otherwise, you represent that you are not: (i) a broker-dealer; (ii) a futures commission merchant; (iii) a regulated investment professional; or (iv) an affiliate, associated person, or employee thereof. If you are a sole proprietor you agree to provide us with written notice if you or any of your employees become employed or associated with a broker-dealer, futures commission merchant, or other type of regulated investment professional.
- 3.10 No Illegal Use. If we in our sole discretion believe that your Securities Account has been involved in any fraud or crime or violation of laws or regulations, has been accessed unlawfully, or is otherwise involved in any suspicious activity (whether as victim or perpetrator, or otherwise), we may suspend or freeze the account or any privileges of the account or may freeze or liquidate funds or assets in the account. You

waive any claim for loss or damages against us arising out of or related to our exercising our rights under this paragraph.

3.11 Disputes Over Accounts. 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), we 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 Securities Account until has been resolved by a court or by agreement of the parties that is documented to our satisfaction;
- file an action in interpleader with respect to any money where we have 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 us for any expenses, including attorneys' fees and costs, that we incur because of any dispute.

4. Not FDIC Insured, Not Bank Guaranteed, May Lose Value. You understand and acknowledge that the investments: (i) are not insured by the FDIC; (ii) are not a deposit or other obligation of, or guaranteed by, issued or underwritten by Bank or any bank; and (iii) are subject to investment risks, including possible loss of principal amount invested.

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 Securities Accounts. We will also send you transaction confirmations as required by law or regulation. Delivery of your account statements and any transaction confirmations will be made electronically in accordance with Section 6.1 below.

5.2 Accuracy of Address. You acknowledge that the rules of the Securities and Exchange Commission require that certain communications be sent to you. You warrant that the email address specified by you is an email address where you receive communications.



- 5.3 Accuracy of Confirmations. Transactions entered for your Securities Accounts 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 an Authorized Representative has orally advised us of any inaccuracy or unauthorized activity, you must send written notice by letter or email 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.
- 5.4 Abandoned Property. You understand and agree that the Securities or other property in your Securities Accounts 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 Securities Accounts within the time period specified by state law.
- 5.5 Telephonic Communications. We may monitor and record telephone calls, including to create and maintain records of, including without limitation, telephonic 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 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.

6. Electronic Delivery of Communications.

- 6.1 Means of Delivery. You consent to electronic delivery of any notices or other communications from us to you regarding your Securities Accounts may be provided to you electronically via email, by posting on a website or application, or other electronic means we make available to you. Your consent includes receiving copies of this Agreement, any agreement, and updates or amendments to either by electronic means. You agree to print a paper copy of or download any electronic communication and retain it for your records.
- 6.2 Effective Delivery. To obtain and maintain a Securities Account 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 or at the time we make them available to you by posting them in a messaging center on our website. You agree that it is your responsibility to periodically check your 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 addresses reflected in the Bank's records. Any changes to this address must be updated with us immediately.

7. Fees, Commissions, Charges, and Right of Set-Off.

7.1 Fees and Other Charges. We may assess your Securities Account with charges to cover our services, or the termination of services, including, but not limited to, operational and service fees, custodial fees, and transaction fees and commissions. You agree to pay the fees and charges assessed to your Securities Account and we agree to notify you before changing the fees. You agree that we may debit your Securities Accounts 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.

7.2 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 Securities Account to repay the amount you owe without any legal process or court proceeding. We reserve the right to set off any liability, primary or secondary, direct or contingent, past, present, or future, that you owe to us or our affiliates. To the extent not prohibited by applicable laws, and subject to all other remedies available to us, we have the right to set off any amounts owed to us under this Agreement against any of your Securities Accounts, without any legal process or court proceeding. You agree to hold us harmless from any claim arising as a result of our exercise of our right of set-off. We will notify you if we have exercised our right of set-off.

8. No Recommendation; Indemnity; Limitation on Liability.

8.1 No Recommendation. You understand and acknowledge that Jiko Securities has not made, and is not making any recommendation (as that term is used in Regulation Best Interest, 17 C.F.R. § 240.15l-1) to you regarding an investment in U.S. Treasury Bills; 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 acknowledge and confirm to us that you believe, based on your financial status, investment goals, and other relevant information, that an investment in or strategy of investing in U.S. Treasury Bills is suitable for you, and is in your best interests. All transactions will be done only on your order, except as otherwise provided in this Agreement. You have sole discretion in the selection of the Treasury Bills purchased in your Securities Account from the strategies we offer.

8.2 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 Agreement. We may deduct such amounts from any of your accounts with us 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 or Designees as defined in the Jiko Bank Account Agreement; (ii) us acting as your agent; (iii) us exercising our right of set-off; (iv) us exercising our discretionary rights to purchase U.S. Treasury Bills for your Securities Accounts, and you hereby specifically waive any claims from your election to grant discretion to us or to not promptly review transactions posted to your Securities Accounts, and (v) us otherwise administering your Securities Accounts. 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 Securities Account, except to the extent caused by our failure to exercise ordinary care. 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 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.

- 8.3 Disclaimer of Warranties. The services provided in connection with the Securities Accounts are provided “as is” and with all faults. We disclaim all warranties, express or implied, including, but not limited to any warranties related to the availability of the services contemplated by this Agreement, an implied warranty of merchantability or fitness for a particular purpose, and lack of viruses.
- 8.4 Limitation of Liability. Subject to applicable laws, in no event shall we or our affiliates be liable for: (i) direct damages caused other than by our own 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 Securities Accounts, even if we have been advised of the possibility of such damages). We will not have any liability in connection with any unauthorized interception or use of data relating to the Jiko Securities Account; any inability to use or access Jiko’s website for any reason; or any cause over which Jiko Securities 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 have liability for any adverse effects to your account caused by any spam block programs or firewalls that may prohibit electronic communications, and/or account information access through the Internet.

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 to you 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, government restrictions, exchange or market rulings, news or analysts' reports, market volatility or disruptions in orderly trading on any exchange or market). Our liability to you for any act or failure to act shall not exceed any direct resulting loss, if any, which you incur. In any case, we will not be liable for any special, incidental, exemplary, punitive, or consequential losses or damages of any kind, regardless of whether you informed us of the possibility of such damages.

8.5 Refusing Instructions. If you ask us to follow instructions that we believe might 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.

8.6 Insurance Coverage. If you carry insurance that covers employee fraud/embezzlement, then we reserve 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 our liability to you, if any, will be reduced by the amount your insurance company pays you.

9. Pre-Dispute Arbitration Agreement.

9.1 This Agreement contains a pre-dispute arbitration clause in Schedule A that the parties agree to. Please carefully review Schedule A.

10. No Tax or Legal Advice. We do not provide tax or legal advice with regard to your Securities Accounts. You should consult with your 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 Securities Accounts or the issuer of those securities.

11. SIPC Coverage. We are a member of the SIPC. SIPC protects client accounts against the loss of the securities in the event of the member's insolvency and liquidation by replacing missing securities and cash up to a maximum of five hundred thousand dollars (\$500,000) per client including two hundred fifty thousand dollars (\$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. Any waiver by Jiko Securities must be approved in writing by an authorized representative of Jiko Securities. If a waiver is approved by Jiko Securities, 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.

- 12.2 Privacy. You understand and acknowledge our collection, use, sharing, and processing of information about you as provided in Jiko’s Privacy Policy as available on our website (the “Jiko Privacy Policy”). You understand and agree that in connection with the Securities Accounts and the services provided related to the Securities Accounts and in accordance with applicable law, we may share information with the Bank and our other affiliates and service providers that perform services on our behalf. Jiko Securities, Inc.’s privacy practices are set forth in our Privacy Policy, which is available on the Jiko website.
- 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 Amendments. We may amend or change (add to, delete from, or modify) the terms and conditions of this Agreement and any other documents relating to your Securities Accounts, including without limitation, the fees charged, at any time and without prior notice to you. You agree that we may make changes that are effective immediately upon updating the version available to you or at such other date we designate. When we change this Agreement, the updated version of this Agreement supersedes all prior versions and governs the Securities Accounts. Your continued maintenance of the Securities 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.
- 12.5 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.
- 12.6 Survivability. The provisions of this Agreement governing arbitration, choice of law, liability, and indemnification will survive the termination of this Agreement.
- 12.7 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 the choice of law provisions.

- 12.8 Notices to Us. Notices you provide to us must comply with the terms of Schedule B.
- 12.9 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 your Securities Accounts or 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 Securities Accounts and/or the Bank Accounts and not allow any payments out of the Securities Accounts and/or Bank Accounts 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 Securities Accounts 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 your Securities Accounts and/or your Bank Accounts.
- 12.10 Assignment; Merger; Validity. This 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 Agreement without our prior written consent. We reserve the right to assign any rights and obligations under this Agreement or with respect to any service without your consent.

Together with the Jiko Bank Account Agreement and all schedules, this is the entire agreement relating to each of your Securities Accounts and the services provided with them and supersedes all prior understandings and agreements with respect to the subject matter of this Agreement. This Agreement shall prevail if there is any inconsistency with any other document relating to your Securities Accounts.

If any provision of this Agreement is 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 Agreement, whether express or implied, is intended to confer any right or remedy on any person as to this Agreement other than the parties to this Agreement, and no action may be brought against Jiko Securities by any person or entity claiming to be a third-party beneficiary to this Agreement.

13. Account Termination.

- 13.1 Right to Terminate. You understand that you or we may close any Securities Account, terminate the Agreement, and terminate any account feature or service at any time for any reason including, without limitation, upon the termination of any of your Bank Accounts. You remain responsible for any fees associated with any of your Securities Accounts, which we may deduct from your Securities Accounts. In the event that there

are insufficient funds in your Securities Accounts to pay for any outstanding fees, then you agree to pay us promptly for all outstanding amounts owed to us. You and we agree to promptly liquidate all outstanding U.S. 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 Securities Accounts to you after we deduct any fees associated with your Securities Accounts; and/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 upon termination even if liquidation or distribution would cause taxable consequences to you, or for the tax consequences of liquidating assets or distributing them to you.

THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE IN PARAGRAPH 3 OF SCHEDULE A ON PAGE 15. BY SIGNING THIS AGREEMENT I ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE AND THAT I HAVE RECEIVED, READ, AND UNDERSTOOD THE TERMS THEREOF.

## **Schedule A**

### **Arbitration Agreement**

1. By signing an Arbitration Agreement, the parties agree as follows:
  - All 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 have a court 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.
2. For the purpose of this Schedule A, "Party" or "Parties" means you and us, together with our affiliates, collectively.
3. All Claims shall be determined by arbitration conducted before the Financial Industry Regulatory Authority ("FINRA") in accordance with its arbitration procedures then in effect; except for Claims that are not arbitrable under FINRA rules then in effect or Claims excluded from arbitration in this Agreement. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, claims, disputes, or controversies arising out of, or relating to: (i) your Accounts; (ii) Authorized Representatives; (iii) the amount of available funds in the Accounts; (iv) advertisements, promotions or oral or written statements related to the Accounts; and (v) the benefits and services related to the Accounts. Specifically, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Accounts or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this pre-dispute arbitration provision or this Agreement and includes claims of every kind and



nature, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based upon contract, tort, fraud, and other intentional torts, statutes, regulations, common law and equity. Any of us may initiate arbitration by filing a written claim with FINRA.

4. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or 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: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. 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.
5. Except as expressly identified in this Schedule A, the Federal Arbitration Act shall govern the interpretation, enforcement, and all proceedings required by this section. 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. Judgment upon the award of arbitrators may be entered in any court, state or federal, having jurisdiction.
6. The provisions of this Schedule A will survive the termination of this Agreement.



## **Schedule B**

Any notice or communication to us 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 Securities Account:

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](mailto:account.support@jiko.io).