



Jiko Bank, a division of Mid-Central National Bank

Jiko Commercial Bank Account Agreement

Revised July 13, 2022

This Jiko Commercial Bank Account Agreement (the “Bank Account Agreement” or “Agreement”) including certain schedules sets forth the terms and conditions that govern your commercial Bank Accounts with Jiko Bank, a division of Mid-Central National Bank (the “Bank”). By the signature of an Authorized Representative (as defined below) on a copy of this Agreement, you agree to be bound by the terms and conditions of this Agreement, including the schedules, as from time to time in effect. “We,” “us” and “our” refer to the Bank, our affiliates, successors and assignees. “Customer,” “you” and “your” refer to the business (e.g., corporation, limited liability company, partnership, and sole proprietors) that opens your Bank Accounts under this Bank Account Agreement. “Bank Accounts” means the deposit accounts 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. (“JSI” or “Jiko Securities”) to provide services to the Bank in connection with the Bank Accounts, and in addition to this Agreement you will be required to enter into an agreement with Jiko Securities. See “Jiko Brokerage Account”.

This Agreement contains a pre-dispute arbitration agreement, waiver of any right to a jury trial, and waiver of your class action rights. By signing this Agreement, you agree to certain provisions concerning your rights in any dispute with us. See “Arbitration,” “Waiver of Right to Jury Trial,” and “Waiver of Class Action Rights”.

Commercial Accounts

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 they are used for illegal or non-permitted purposes.



These commercial Bank Accounts may only be established by a Legal Entity and may not be opened by one or more natural persons.

Authorized Representatives

You agree to provide us certified copies of resolutions of your board of directors 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 Bank Accounts, including, without limitation, signing this Agreement and any agreements with the Bank, as well as with Jiko Securities and other documents relating to the Bank Accounts, 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 below. The resolutions or other certificates of evidence of authority must set forth the name and title of each Authorized Representative.

You acknowledge and agree that any one Authorized Representative, acting alone, has the power to perform all the transactions available relating to the Bank Accounts. For example, each Authorized Representative may (1) request and confirm wire transfers (except that the Authorized Representative confirming a wire transfer request pursuant to the callback procedure discussed below must be different from the Authorized Representative who initiated the request), (2) obtain and release information about the Bank Accounts, (3) sign or authenticate any document in connection with the Bank Accounts, including the Bank Account Agreement, and (4) close the Bank Accounts and designate how any remaining account balance is to be paid by the Bank.

You are responsible for all actions initiated by your Authorized Representatives. 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 pursuant to it.

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 requested to complete a Certification Regarding Beneficial Owners of Legal Entity Customers to disclose 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.

Deposits to and Withdrawals from the Bank Accounts

Wire Transfers Only. Other than transfers to and from the Jiko Brokerage Accounts (as defined and discussed below), deposits to, withdrawals from and any other transfers of funds to and from the Bank Accounts may be made by wire transfers only. Without limiting the foregoing, we do not accept deposits made to a Bank Account in the form of cash, by check, or by automated clearing house ("ACH") entries, and withdrawals also may not be made in cash, by check or by ACH entries. Any deposits made by check or cash will be sent back to the address we have on file for you. We are not liable if you do not receive the returned funds. Bank Accounts do not come with checks that can be drawn on the Bank Accounts. Deposits in the Bank Accounts are not interest-bearing.

Notice of Receipt for Incoming Transfers. We will notify you of the receipt of payments in the monthly statements we provide to you. See "Statements and Bank Account Information" below.

Wire Transfer Procedures. Wire transfers to and from the Bank Accounts are subject to the provisions of Section 4A of the Uniform Commercial Code, and you must follow procedures established from time to time by the Bank. We may decline to accept or process a wire transfer that is not consistent with these procedures. We are not responsible for wire transfers that do not follow these procedures, or for the actions or omissions of third-party financial institutions or by you in connection with wire transfers.

For wire transfers to a Bank Account, you must provide the sender with the routing number and account number of the Bank Account, as well as the full name in which the Bank Account is held. We may rely solely on routing and account numbers in crediting wire transfers to your Bank Account. We may not accept wire transfers in currency other than U.S. fiat currency. We may refuse to accept all or any part of a deposit to your Bank Accounts at any time, and we will not be liable to you for doing so, even if such action causes outstanding transactions to be dishonored and returned or payment orders to be rejected. For wire transfers from the Bank Accounts, an Authorized Representative must call us toll free at 1-833-333-JIKO (1-833-333-5456) or if calling from outside the United States at 1-510-788-8810 or email us at support@jiko.io at least two (2) business days before you desire the wire transfer to be initiated. For your protection, we may call back



an Authorized Representative other than the one who called us to confirm the wire transfer request. Wire transfers from a Bank Account are funded by transfers from your linked Jiko Brokerage Account as discussed below and will be sent only if there are sufficient available funds in the Bank Account following such a transfer to fund the wire transfer. We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted or that exceeds any amount or frequency limitations established by us from time to time. The Bank is under no obligation but will make a good faith effort to notify you if the Bank refuses to honor your wire 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 requirement under applicable law.

Cutoff Hours. The cutoff hour applicable to domestic wire transfers requests is 2:30 p.m., Central Standard Time on any business day. A request is considered executed 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 service description

Withdrawal Limit. You may withdraw from a Bank Account up to five hundred thousand dollars (\$500,000) per day, subject to available funds, if you provide less than one business days' notice to the bank. Higher limits shall be accepted subject to Bank's discretion and prior approval. There is no withdrawal limit, subject to available funds, if you provide one or more business days' notice to the Bank.

Jiko Brokerage Account. Each of your Bank Accounts will be linked to a brokerage account (the "Jiko Brokerage Account") that you maintain at Jiko Securities, a registered broker-dealer. Your Jiko Brokerage Accounts are subject to the terms and conditions set forth in the separate Jiko Brokerage Account Agreement (the "Brokerage Agreement") between you and Jiko Securities. As described in the Brokerage Agreement, Jiko Securities will establish for you a separate Jiko Brokerage Account for each investment strategy it offers, and under this Bank Account Agreement, you will open one Bank Account for each such Jiko Brokerage Account. In entering into the Bank Account Agreement, you agree and authorize us to open one Bank Account for each of your Jiko Brokerage Accounts.

The Jiko Brokerage Accounts are and will remain an obligation solely of Jiko Securities and not the Bank. The Bank Accounts are and will remain an obligation solely of the Bank. In entering into the Bank Account Agreement and the Brokerage Agreement, you authorize the "linking" of each of your Bank Accounts to a Jiko Brokerage Account and further authorize and approve the Bank to make and request transfers between the linked accounts as described below.



All wire transfers to a Bank Account will be added to the balance of the Bank Account, and when funds are available in a Bank Account then these funds will be promptly transferred to your linked Jiko Brokerage Account and invested by Jiko Securities pursuant to the Brokerage Agreement, after which the Bank Account will have a zero balance. Accordingly, each of your Bank Accounts functions as a "zero-balance" account, with all excess funds "swept" to the linked Jiko Brokerage Account.

To fund wire transfers from a Bank Account, we will make a request to Jiko Securities to make sufficient funds available to fund each such transaction and transfer that amount from the linked Jiko Brokerage Account to the Bank Account. In entering into the Bank Account Agreement and the Brokerage Agreement you also authorize Jiko Securities to accept instructions from the Bank to transfer money from the linked Jiko Brokerage Account to the Bank and to liquidate holdings to the extent required to generate proceeds sufficient to pay the amount of each wire transfer withdrawal transaction, all generally in real time. In the unlikely event that Jiko Securities is unable to make your funds available or there are insufficient funds in the Jiko Brokerage Account, the wire transfer transaction will be declined.

Subject to the way each of your Bank Account functions as a "zero balance" 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 Federal Deposit Insurance Corporation ("FDIC") -insured up to allowable limits in accordance with the rules of the FDIC, in the event the Bank fails.

Disclosure Regarding Sweep Account Pursuant to 12 C.F.R. Section 360.8(e): Funds in each of your Bank Accounts are considered a deposit within the meaning of 12 USC 1813(l). FDIC insurance applies only to amounts that are on deposit in the Bank Account. Funds in your linked Jiko Brokerage Account, including amounts in the process of being "swept" to or from the linked Jiko Brokerage 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 Jiko Brokerage Accounts (as opposed to the Bank Accounts) are investment products and securities and funds in your Jiko Brokerage 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. Jiko Securities is a member of the Securities Investor Protection Corporation ("SIPC"), and customers of Jiko Securities are protected up to applicable SIPC limits with respect to amounts that are not on deposit in the Bank Accounts. For more information regarding FDIC insurance, please consult fdic.gov. For more information regarding SIPC coverage, or to request the SIPC brochure, please consult sipc.org or call 202-371-8300.



Availability of Funds

Our policy is to make funds from wire transfers to your Bank Accounts available no later than one business day after we receive a deposit.

Business Days

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

Disputes Over Bank Account Funds

Subject to applicable law, the Bank may refuse to pay out any money from a Bank Account until 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 Customer) has been resolved by a court or by agreement of the parties that is documented to the Bank's satisfaction. The Bank may 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. Unless prohibited by law, you agree to reimburse the Bank for any expenses, including attorneys' fees and costs, that the Bank incurs because of any dispute.

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. 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. 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.

Closing the Bank Accounts

The Bank may, in its sole discretion and without notice, suspend activity on or close all of your Bank Accounts at any time. We may suspend or close 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, then we will close all your remaining Bank Accounts. Closing your Bank Accounts will also result in the closing of all of your linked Jiko Brokerage Accounts. We will notify you by email of any such action.

If you wish to close your Bank Accounts, an Authorized Representative must notify us by calling us toll free at 1-833-333-JIKO (1-833-333-5456) or if calling from outside the United States at 1-510-788-8810 or by emailing support@jiko.io. In each case your Authorized Representative must provide us with your legal business name, principal business address, and ONLY 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 will close all of your other Bank Accounts. Closing your Bank Accounts will also result in the closing of all of your linked Jiko Brokerage Accounts. We will contact you regarding sending your funds, electronically, through wire transfer to the third-party financial institution of your choice. We will contact a second Authorized Representative to confirm the third-party financial institution account information to which you are instructing us to send the wire. 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 items 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 contact you regarding your preference to verify and reopen the account or to send the funds, electronically, through wire transfer to a bank account with a third-party financial institution of your choice. 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 on 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 rights or obligations of yours or the



Bank's that arose prior to the closure or are intended to continue thereafter.

Fees and Charges

Please see your Jiko Brokerage Agreement for any applicable fees to the Jiko Brokerage 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 your Bank Accounts to repay the amount you owe without any legal process or court proceeding. In other words, 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. You grant us a lien on and a security interest in the funds in all your Bank Accounts as security for your liabilities and obligations to us and our affiliates, now or in the future. 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.

Statements and Bank Account Information

We will provide you with a monthly account statements for your Bank Accounts by sending them to the email address we have on file for you. You agree to promptly review your statement and have an Authorized Representative notify us by telephone at 1-833-333-JIKO (1-833-333-5456) and/or by emailing support@jiko.io of any error or unauthorized transaction. You must notify us within a reasonable period of time, not to exceed sixty (60) days from when the statement is first sent to you. If you fail to provide timely notice, subject to applicable law, you may be liable for any error or inaccuracy.

Duty of Care

In connection with your Bank Accounts, we assume no responsibility beyond the exercise of reasonable care. You agree that we act within reasonable banking standards by processing items through automated processing systems.



Facsimile Signatures

Before using any form of 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. 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 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, or misuse by any person of any such facsimile signature subject to applicable law.

Unauthorized Use

It is your responsibility to protect the Bank Account numbers we provide you for your Bank Accounts. We ask that you exercise caution when discussing, comparing, or sharing information about any of your Bank Account numbers with anyone other than your Authorized Representatives.

You agree to notify us immediately by telephone at 1-833-333-JIKO (1-833-333-5456) and/or by emailing support@jiko.io mail 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 service (or any part thereof) if we believe that any loss, theft or unauthorized use of any Bank Account has occurred. You agree to cooperate fully with us in the investigation of any suspected illegal, fraudulent or unauthorized activity.

The Bank is unable to ensure that the data transmitted by you, on your behalf by your Authorized Representative, to the Bank, or from the Bank to you, on your behalf to your Authorized Representative, via email 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.

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 wire transfer security instructions, which may include callback and/or security code procedures, 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 contributed to the loss. If we offered 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.

Electronic Communications

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 liable for undelivered email.

This Bank Account Agreement and any other agreements, notices or other communications from the Bank to you regarding your Bank Accounts will be provided to you electronically via email, and you consent and agree to receive communications from us in an electronic form to your email address. You agree to print a paper copy of or download any electronic communication and retain it for your records.

All communications in electronic format will be considered to be "in writing," and to have been received no later than three (3) business days after emailing, whether or not you have received or retrieved the communication.

Telephonic Communications

We may monitor and record telephone calls, including to create and maintain records including without limitation of 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.

To provide you with the best possible service in our ongoing business relationship for each of your Bank Accounts we may need to contact you about your Bank Accounts from time to time by telephone or email. However, we must first obtain your consent to contact you about your Bank Accounts because we must comply with provisions of the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC), to the extent applicable.

- Your consent is limited to the Bank Accounts, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).



With the above understanding, you authorize us to contact you regarding each of your Bank Accounts using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us. This consent is regardless of whether the number we use to contact you is assigned to a landline, a cellular wireless service, or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice and voicemail, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us. To revoke the consent provided pursuant to this subsection, you must send ten (10) days' prior written notice of such revocation to Jiko Bank, c/o Jiko Technologies, Inc., 2000 Allston Way, PO Box, 327, Berkeley, CA 94701.

Maintenance of United States Address

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. If we close one Bank Account, then we will close all your other Bank Accounts. Closing your Bank Accounts will also result in the closing of all of your linked Jiko Brokerage Accounts. 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 your Bank Accounts without notice.

Limit on Liability

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 have liability for any adverse effects to your Bank Accounts caused by any spam block programs or fire walls 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 (1) direct damages caused other than by our own willful misconduct, or (2) 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). 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).

Notices

If you have any questions about your Bank Accounts, please have an Authorized Representative contact us by calling us, toll-free, at 1-833-333-JIKO (1-833-333-5456) (if calling from outside the United States, call +1-510-788-8810) or by emailing support@jiko.io.

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.

Together with the Brokerage 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. If any provision of this Bank Account 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 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 the Fee Schedule, at any time. Reasonable notice will be provided to you as required by applicable law through the email address shown in our records in the event of an adverse change to this Agreement. However, if a change is made for security purposes, such change can be implemented without prior notice. When we change this Agreement, the updated version of this Agreement supersedes all prior versions and govern the Bank Accounts. Your continued use of the Bank Accounts indicates your consent to any such changes, additions, deletions or modifications. You may choose not to accept the changes by closing your Bank Accounts. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such termination.

Governing Law

This Bank Account Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota 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 Provision below is governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA").

Waivers

Any waiver by the Bank must be approved 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.

Resolution of Disputes

Definitions

As used in this provision titled "Resolution of Disputes" (the "Dispute Provision") and the following provision titled "Arbitration" (the "Arbitration Provision"), the term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (1) your Bank Accounts; (2) Authorized Representatives; (3) the amount of



available funds in the Bank Accounts; (4) advertisements, promotions or oral or written statements related to the Bank Accounts; and (5) the benefits and services related to the Bank Accounts. Specifically, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the Bank Accounts or this Bank Account Agreement as well as any related or prior agreement that you may have had with the Bank or the relationships resulting from this Bank Account Agreement, including the validity, enforceability or scope of the Dispute Provision, the Arbitration Provision or the Agreements, 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.

As used in the Dispute Provision and the Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Bank, wholly or majority owned parents, subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their directors, officers, employees, shareholders, managers, members, attorneys, agents and representatives.

As used in the Dispute Provision and the Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use the Bank Accounts, including, but not limited, to all Authorized Representatives and other persons or entities contractually obligated under any of the Bank Account Agreement.

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 the event of a Claim, then you and we agree to send a written notice to the other providing a reasonable description of the Claim, along with a proposed resolution of it.

Our notice to you 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, then we have no obligation under this section to provide this notice.

Your notice to us must be sent to us at: Jiko Bank, c/o Jiko Technologies, Inc., 2000 Allston Way, PO Box, 327, Berkeley, CA 94701. 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 have all the defenses available that were available on the first day of the Resolution Period.

Mediation

If you and we cannot resolve a Claim during the Resolution Period, then you and we agree first to try to settle the Claim by mediation administered by the American Arbitration Association (the “AAA”) under its Commercial Mediation Procedures then in effect before resorting to arbitration, litigation, or some other dispute resolution procedure. 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: (1) a written declaration of all parties to the effect that the mediation proceedings are terminated; (2) 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; (3) after one mediation session, by written declaration of a party to the effect that mediation proceedings are terminated; or (4) 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.

Arbitration

Purpose

This Arbitration Provision sets forth the circumstances and procedures under which Claims may be arbitrated instead of litigated in court, and sets forth certain restrictions on where you and we may bring Claims.

A. Forums For Alternative Claim Resolution

(i) Arbitration. Unless you exercise your right to opt out of arbitration pursuant to Section E of this Arbitration Provision, if you and we cannot resolve a Claim as set forth in the Dispute Provision, then either you or we may submit the Claim to formal arbitration in accordance with this Arbitration Provision.

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 Provision will be followed if there is disagreement between the Arbitration Provision and AAA's procedures. The arbitrator or arbitration



panel, as the case may be, sitting without a jury, will: apply applicable law, statutes of limitation, and privileges and the provisions of this Bank Account Agreement; determine any Claim according to the applicable law and facts based upon the record and no other basis; and issue a reasoned award.

The arbitrator or arbitration panel's decision will be final and binding except for any review allowed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16 ("FAA"). However, if more than \$100,000 was genuinely in dispute, then either you or we may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with AAA (or, if applicable, a different arbitration organization) not later than 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.

If AAA is for any reason unwilling or unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court shall appoint a substitute organization. For the avoidance of doubt, any action or proceeding seeking appointment of a substitute organization shall be subject to the provisions of Section C of this Arbitration Provision.

You can obtain AAA procedures, rules, and fee information as follows:

AAA: 800.778.7879

<http://www.adr.org/>

(ii) Nature, Limitations, and Location of Alternative Claim Resolution. In arbitration, as with a court, the arbitrator must honor the terms of this Bank Account Agreement and can award the prevailing party damages and other relief (including reasonable attorneys' fees). However, WITH 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 ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (D) JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED.

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. Unless the parties agree otherwise in writing, any in-person arbitration hearing will be conducted in San Francisco, California. Discovery will be permitted pursuant to the applicable arbitration rules. The arbitrator's decision must consist of a written statement stating the disposition of each claim or cause of action that is the subject of the Claim, and must provide a statement of



the essential findings and conclusions on which the decision and any award (if any) is based. Judgment on the arbitration decision and award (if any) may be entered in or by a state or federal court in San Francisco, California, pursuant to Section 9 of the Federal Arbitration Act. Any application to vacate, modify, or correct an arbitration award shall be made to the court that has jurisdiction over the parties as provided in the Federal Arbitration Act.

B. No Class Action Matters. Claims will be arbitrated only on an individual basis and will not be consolidated with any other arbitration or other proceedings that involve any claim or controversy of any other party. But if, for any reason, any court with competent jurisdiction holds that this restriction, or the class action waiver contained in the Dispute Provision, is unconscionable or unenforceable, then our agreement in this Arbitration Provision to arbitrate will not apply and the Claim must be brought exclusively in court pursuant to Section C of this Arbitration Provision. Only a court, and not an arbitrator, shall determine the validity, scope, and effect of this section, or the class action waiver contained in the Dispute Provision. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

C. Federal and State Courts in California. To the extent that a Claim is not required to be arbitrated by this Agreement, and in any action to compel compliance with the alternative dispute resolution procedures described in the Dispute Provision and the Arbitration Provision, you and we agree that any action or proceeding relating to any such Claim may only be instituted in state or federal court in San Francisco, California. Accordingly, you and we consent to the exclusive personal jurisdiction and venue of such courts for such matters.

D. Continuation; Severability. This Arbitration Provision 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 Provision otherwise provides, if any portion of this Arbitration Provision 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 Provision, the Agreements or any prior agreements you may have had with us, each of which shall be enforceable regardless of such invalidity.

E. Opt-Out Right You may choose to opt out of the Arbitration Provision, but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within thirty (30) calendar days of the date of signing by you of this Agreement at the following address: Arbitration Opt-Out, Jiko Bank c/o Jiko Technologies, Inc., 2000 Allston Way, PO Box, 327, Berkeley, CA



94701. 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 Provision.

In witness whereof, this Bank Account Agreement is entered into by the following business, and will become effective as discussed above.

Print Name of Business

Signature of Authorized Representative

Date of Signing

Print Name of Authorized Representative

Print Title of Authorized Representative