



BANK ACCOUNT AGREEMENT AND DISCLOSURES

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Jiko Bank, a division of Mid-Central National Bank

Jiko Bank Account Agreement

Revised February 27, 2023

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE ON THE PUBLIC PLATFORM OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY. IF YOU ARE NOT ELIGIBLE, OR DO NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE. YOUR USE OF THE SERVICE, AND OUR PROVISION OF THE SERVICE TO YOU, CONSTITUTES AN AGREEMENT BY US AND BY YOU TO BE BOUND BY THIS AGREEMENT.

This Jiko Bank Account Agreement (the “Agreement”) including certain schedules sets forth the terms and conditions that govern your Jiko Bank Account with Jiko Bank (“Jiko”), a division of Mid-Central National Bank (“Bank”). The Bank has entered into arrangements with Jiko Securities, Inc. (“JSI”), Open to the Public Investing, Inc. (“Public Investing”), Public Holdings, Inc. (“Public”) and Jiko Technologies, Inc. (“JTI”) to provide services to the Bank in connection with the Jiko Bank Account. Neither Public Investing nor Public are affiliates of Bank, Jiko, JSI, or JTI. Before you can open an account with Jiko Bank on the Public Platform (defined below), you must first enter into agreements with and open a brokerage account with Public Investing (such account, your “Public Brokerage Account”). When you enter into this Agreement and open an account with Jiko Bank, you must concurrently enter into agreements with and open a brokerage account with JSI (your “Jiko Brokerage Account”). Your Public Brokerage Account is governed by the agreements between you and Public Investing, and your Jiko Brokerage Account is governed by the agreements between you and JSI. This Agreement governs your relationship with Jiko Bank and your Jiko Bank Account.

“We,” “us” and “our” refer to the Bank, our successors, affiliates or assignees. “Customer,” “you” and “your” refer to each person who opens a Jiko Bank Account with the Bank. “Jiko



Bank Account” means the deposit account you open with us. In this Agreement, words used in the singular include the plural and words used in the plural include the singular.

ARBITRATION NOTICE: Except for a party: (a) bringing individual actions in small claims court; (b) pursuing enforcement actions through the applicable federal, state, or local agency if that action is available; (c) seeking injunctive relief in a court of law in aid of arbitration; or (d) filing suit in a court of law to address an intellectual property infringement claim, you agree that disputes under this Agreement will be resolved by binding, individual arbitration, and by accepting these terms you and Jiko Securities are each waiving the right to participate in any class action or representative proceeding. By tapping “I agree” on the bottom of the screen on the Public Platform on which a link to this Agreement is provided, you agree to certain provisions concerning your rights in any dispute with us. See the “Arbitration of Disputes” Section of this Agreement.

Important Information About Procedures for Opening a New Jiko Bank Account

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 person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see your driver’s license or other identifying documents.

You may apply to open a Jiko Bank Account using either the Public mobile application or the Public website (collectively, the “Public Platform”). The Jiko Bank Account may only be accessed and used through the Public Platform. The services provided by Jiko through the Public Platform will only be available after your application for the Jiko Bank Account and the Jiko Brokerage Account has been completed and approved by us and our affiliates, and all agreements have been accepted.

Services Related to the Jiko Bank Account



Deposits to the Jiko Bank Account. As further described in the Jiko Brokerage Account Agreement section, your Jiko Bank Account will function as a “zero-balance” account. The Jiko Bank Account does not come with checks, and we do not accept checks or cash for deposit to your Jiko Bank Account.

Using the Public Platform, you may direct Public Investing to transfer funds from your Public Brokerage Account to your Jiko Bank Account. All transfers from your Public Brokerage Account to the Jiko Bank Account will be added to the balance of the Jiko Bank Account, subject to the “Jiko Funds Availability Disclosure” regarding funds availability. Once such transfer is complete and funds become available in your Jiko Bank Account, such funds will be promptly swept (excluding amounts that have come from the Jiko Brokerage Account to cover debit transactions, as discussed below) to your Jiko Brokerage Account, after which the Jiko Bank Account will have a zero balance. Funds in your Jiko Brokerage Account will be used by JSI to purchase U.S. Treasury Bills (“T-Bills”) on your behalf pursuant to the Jiko Brokerage Agreement between you and JSI. Jiko Bank is not responsible for the actions or omissions of Public in the transferring of funds to your Jiko Bank Account.

The latest version of the Funds Availability Disclosure Schedule is always available on the Public Platform. You should check the current version that applies to the Jiko Bank Account and this Agreement. As a reminder, fund transfers are only limited by the amount of available funds in your Public Brokerage Account.

Withdrawals From the Jiko Bank Account. You may not directly withdraw funds from your Jiko Bank Account. If you wish to withdraw funds held in your Jiko Brokerage Account, you must submit a debit request to JSI via the Public Platform. If you do not have sufficient funds in your Jiko Brokerage Account, JSI will sell T-Bills in your Jiko Brokerage Account to generate proceeds sufficient to pay the amount of the debit transaction, as described in your Jiko Brokerage Agreement. At your direction, JSI will transfer available funds in your Jiko Brokerage Account through your Jiko Bank Account to your Public Brokerage Account.

In entering into the Jiko Bank Account Agreement and the Jiko Brokerage Account Agreement, you also authorize each of JSI and the Bank to accept instructions from you to transfer money from/to your Jiko Brokerage Account to/from the Bank and further



authorize JSI to liquidate holdings to the extent required to generate proceeds sufficient to pay the amount of each debit transaction.

In the unlikely event that JSI is unable to make your funds available or there are insufficient funds in the Jiko Brokerage Account, the transaction will be declined.

Relationship between Your Jiko Bank Account and Jiko Brokerage Account. Your Jiko Bank Account will be linked to a brokerage account (the “Jiko Brokerage Account”) that you maintain at JSI, a registered broker-dealer. Your Jiko Brokerage Account is subject to the terms and conditions set forth in the separate Jiko Brokerage Account Agreement between you and JSI (the “Jiko Brokerage Agreement”). The Jiko Brokerage Account is and will remain an obligation solely of JSI and not the Bank. The Jiko Bank Account is and will remain an obligation solely of the Bank.

By opening the Jiko Bank Account and Jiko Brokerage Account, you authorize the “linking” of the Jiko Bank Account and the Jiko Brokerage Account and further authorize and approve the Bank to make and request transfers between the two accounts as described above.

Relationship between Your Jiko Bank Account and Your Public Brokerage Account. Your Jiko Bank Account will also be linked to your Public Brokerage Account. Your Public Brokerage Account is subject to the terms and conditions of the Open to the Public Investing Brokerage Agreement (and other, supplemental terms and conditions) between you and Public Investing (the “Public Investing Brokerage Agreement”). You may use the Public Platform to transfer funds from your Public Brokerage Account to your Jiko Bank Account. The Public Brokerage Account is and will remain an obligation solely of Public Investing and not the Bank.

Limitations on electronic fund transfers. Electronic fund transfer types and dollar amount limitations may be established by us from time to time. There are no current limitations on the fund transfer types, and fund transfers are only limited by the amount of the available balance in your Public Brokerage Account.

Authorized Persons Using the Jiko Bank Account



The individual named in the Bank’s records is the account holder authorized to use the Jiko Bank Account. You may not appoint or authorize additional persons to use the Jiko Bank Account. Subject to applicable law, you are responsible for all authorized transactions initiated and fees incurred through the use of the Jiko Bank Account.

Personal Accounts

The Jiko Bank Account can be used only for personal, family or household purposes. It cannot be used for business or commercial purposes and the Bank may close any Jiko Bank Account that the Bank determines is used for non-permitted purposes.

Accepting Deposits

We may not accept deposits denominated in foreign currency. We will not accept cash deposits. We will not accept check deposits. We may refuse to accept all or any part of a deposit to your Jiko Bank Account at any time, and we will not be liable to you for doing so, even if such action causes outstanding transactions to be dishonored and returned or payment orders to be rejected. Deposits are not interest-bearing.

Subject to the way the Jiko Bank Account functions as a “zero balance” account (as described above), funds in your Jiko Bank Account aggregated with any other deposits you may have with the Bank 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 your Jiko Bank Account are considered a deposit within the meaning of 12 USC 1813(l). FDIC insurance applies only to amounts that are on deposit in the Jiko Bank Account. Funds in your Jiko Brokerage Account, including amounts in the process of being “swept” to or from the Jiko Brokerage Account that are not yet on deposit in the Jiko Bank Account, are not funds that are insured by the FDIC. Any securities held in your Jiko Brokerage Account (as opposed to the Jiko Bank Account) are investment products and securities and funds in your Jiko Brokerage Account 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. JSI is a member of the Securities Investor Protection Corporation (“SIPC”), and customers of JSI are protected up to



applicable SIPC limits with respect to amounts that are not on deposit in the Jiko Bank Account. For more information regarding FDIC insurance, please consult [fdic.gov](https://www.fdic.gov). For more information regarding SIPC coverage, or to request the SIPC brochure, please consult [sipc.org](https://www.sipc.org) or call 202-371-8300.

Account Withdrawals

As discussed above, you may withdraw or transfer all or any part of the Jiko Bank Account balance at any time, subject to the Regulation E Disclosures, and we may, unless prohibited by law or Bank policy, refuse any withdrawal request against uncollected unavailable funds. The latest version of the Regulation E Disclosures is always available on the Public Platform, and you should check the current version that applies to the Jiko Bank Account and this Agreement. 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. If you make a withdrawal request, your requested withdrawal amount from your Jiko Bank Account cannot exceed the amount of the available balance in your Jiko Brokerage Account.

Disputes Over Jiko Bank Account Funds

Subject to applicable law, the Bank may refuse to pay out any money from a Jiko Bank Account until any dispute over the funds (including, without limitation, any dispute over what persons are 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.

Financial Information

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



Closing the Jiko Bank Account

The Bank may, in its sole discretion and without notice, suspend activity on or close the Jiko Bank Account at any time. We may suspend or close the Jiko Bank Account if we suspect that you may or have been engaged in any fraudulent, illegal or improper activity. We will notify you by e-mail of any such action.

If you wish to close your Jiko Bank Account, you must notify us by emailing Public at support@public.com, or by mailing Public at Public Holdings, Inc., 228 Park Avenue S, Suite 97716, New York, NY 10003. In each case you must provide us with your name, address and ONLY the last four (4) digits of your Public Brokerage Account number, along with a request to close your Jiko Bank Account. When you request us to close your Jiko Bank Account, your Jiko Brokerage Account will be closed concurrently, and JSI will promptly liquidate all investments in your Jiko Brokerage Account. JSI will contact you regarding your preference to send your funds, electronically, through a wire transfer to the third party financial institution of your choice. After a Jiko Bank Account is closed we will have no obligation to allow new transactions, but may do so at our discretion. You agree to hold us harmless for honoring or refusing to honor any item on a closed Jiko Bank Account.

The closing of your Jiko Bank Account 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 the applicable savings disclosure (the "Truth in Savings Disclosure") currently in effect for any fees applicable to the Jiko Bank Account or use of the Public Platform. The Truth in Savings Disclosure including the fees may be changed by us from time to time, and the latest version is always available on the Public Platform, and you should check the current version that applies to the Jiko Bank Account and this Agreement. If a change is adverse to you, we will notify you through the Public Platform and/or by email no later than 30 days prior to the effective date of the change. A change will be deemed to be adverse to you if it will result in increased fees, increased liability for you, fewer types of available transactions or stricter limitations on the frequency or dollar amount of transactions.

Privacy Notice



You understand and agree to our collection, use, sharing, and processing of information about you as provided in Jiko’s privacy policy (the “Jiko Privacy Policy”), which is incorporated herein by reference.

The latest version of the Jiko Privacy Policy is always available on the Public Platform. You should check the current version that applies to the Jiko Bank Account and this Agreement. By using the Jiko Bank Account, you acknowledge that you have read and understand the Privacy Notice.

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 Jiko Bank Account 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 your Jiko Bank Account 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 Jiko Bank Account Information

We will provide you electronically with a monthly account activity statement for your Jiko Bank Account through the Public Platform. You can download the statements and retain them for your records. Statements will remain available on the Public Platform for a period of twelve (12) months. We will not provide paper copies unless you specifically request such copies. You should download and retain copies of your statements. You agree to promptly review your statement and notify us by email at support@public.com, or mail at Public Holdings, Inc., 228 Park Avenue S, Suite 97716, New York, NY 10003. You must notify us within a reasonable period of time, not to exceed sixty (60) days from when the statement is first made available 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 Jiko Bank Account, 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.

Death or Incompetence

Your appointed party, designee, or appointed individual agree to notify us promptly if the Jiko Bank Account owner dies or becomes legally incompetent or incapacitated. We may continue to honor transactions and items until (1) we know of the fact of death or of adjudication of incompetence or incapacitation, and (2) we have had a reasonable opportunity to act on that knowledge. You agree that, even if we have knowledge of a Jiko Bank Account owner's death, we may pay items or transactions made or received on or before the date of death for up to 10 days after that date. We may require additional documentation to confirm in our reasonable judgment the authority of any such designee or appointed individual in connection with the Jiko Bank Account.

Power of Attorney

The Bank will honor a Power of Attorney designation on a Jiko Bank Account, provided the Bank receives documentation evidencing such designation that is satisfactory in the Bank's reasonable discretion. We may refuse to accept a power of attorney for reasonable cause, and we may require the Attorney-in-Fact to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Attorney-in-Fact's knowledge, the principal continues to be alive and competent and the relevant powers of the Attorney-in-Fact have not been amended or terminated.

You are responsible for providing us with any information if an affidavit presented to us is untrue or misleading or if the Attorney-in-Fact exceeds the authority granted by the principal in the power of attorney. The Attorney-in-Fact is required to notify us in writing if the Jiko Bank Account owner dies or is declared incompetent.

The power of attorney will continue in force until (1) we receive written revocation from you; (2) we receive written notification of your death; or (3) we receive written notification of the death or incapacity of the Attorney-in-Fact.



Facsimile Signatures

Before using any form of facsimile or electronic signature in connection with the Jiko Bank Account, you agree to submit a sample to us and to execute and deliver agreements in a form we require. When you use a facsimile or electronic signature, you agree that you are solely responsible for the security and authenticity of the facsimile or electronic signature, and you bear the risk of the unauthorized use thereof, whether or not you are negligent, except as provided otherwise by applicable 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 or electronic signature subject to applicable law.

IRS Backup Withholding

You will provide us with any other documentation or information that we request in connection with your Jiko Bank Account. If you do not provide us with your correct Tax Identification Number (Social Security Number) and the required certification, or if we receive a notice from the Internal Revenue Service (“IRS”) the interest earned on your Jiko Bank Account, if any, may be subject to federal backup withholding at the IRS-mandated rate.

Attachment, IRS Levies and Adverse Claims

If your Jiko Bank Account becomes subject to legal action, such as a tax levy or third-party garnishment, until the action is resolved we reserve the right to refuse to pay any money from your Jiko Bank Account, including transactions or items presented for payment. If we are required to pay an attachment, garnishment or tax levy, we are not liable to you for having made such payment. We will make such payment after satisfying any fees, charges or other debts owed to us. You are responsible for any costs and expenses, including legal fees and disbursements we incur due to a garnishment, levy or attachment on your Jiko Bank Account. Until we receive the appropriate court documents, we may continue to process transactions on your Jiko Bank Account, even if we have received an unofficial notification of an adverse claim. You will indemnify us for any losses if we do this.



Your failure to provide this information may result in federal backup withholding and restrict your ability to use the Jiko Bank Account transactions in which these documents are required for verification purposes.

Security Features

You agree not to disclose your password to access the Jiko Bank Account, the Public Platform, or any PIN or mobile unlock code assigned to your Jiko Bank Account, to any person, other than persons authorized to have legal authority to act on your behalf. The Bank may act upon instructions and information received from any person that enters your user ID and password, or provides your PIN or mobile unlock code, as applicable. You agree to notify Public immediately by email at support@public.com or mail at Public Holdings, Inc., 228 Park Avenue S, Suite 97716, New York, NY 10003 if you become aware of any actual or suspected loss, theft or unauthorized use of your Jiko Bank Account or access information. We reserve the right to deny access to the Jiko Bank Account or service (or any part thereof) if we believe that any loss, theft or unauthorized use of Jiko Bank Account access information has occurred. You agree to cooperate fully with us in the investigation of any suspected illegal, fraudulent or unauthorized activity.

You will be responsible for all electronic communications, including image transmissions, email and other data (“Communications”) entered using the Jiko Bank Account access information or the Public Platform. Any Communications received through the use of the Jiko Bank Account access information or the Public Platform will be deemed to be sent or authorized by you.

Electronic Communications

In connection with opening the Jiko Bank Account, you will be provided with disclosures under the Electronic Signatures in Global and National Commerce Act (“ESIGN”), and you will be asked to consent to receive certain communications in electronic form, including through the Public Platform. You may opt out of future emails about products or services by following instructions in the Public Platform. We reserve the right, however, to email you important information relating to your Jiko Bank Account, including regulatory communications.



To use the Jiko Bank Account you must provide us with a correct and operational email address, and you must promptly notify us of any change in your email or postal mailing address, or if you are unable to access your Jiko Bank Account information through the Public Platform. We are not liable for undelivered mail or email or your inability to access your Jiko Bank Account information through the Public Platform.

This Bank Account Agreement and any other agreements, notices or other communications from the Bank, including from Public to you regarding your Jiko Bank Account may be provided to you electronically, and pursuant to the ESIGN disclosures and you consent and agree to receive communications from us in an electronic form. Communications may be posted within the Public Platform and/or delivered 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 posting or dissemination, whether or not you have received or retrieved the communication.

Maintenance of United States Address

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

Liability and Indemnification

Except for third-party claims arising from or related to our willful misconduct, you agree to indemnify, defend and hold harmless us and our affiliates’, and our and their respective directors, officers, employees, agents, successors and assigns, 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: (1) our compliance with any instructions given by you or your authorized representative, (2) from us acting as your agent, or (3) from sweeping funds through your Jiko Bank Account and you hereby



specifically waive any claims from your election to grant discretion to us or to not promptly review transactions posted to your Jiko Bank Account. 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 enforcing our rights under this Bank Account Agreement. We may deduct such amounts from your Jiko Bank Account without notice.

Limit on Liability

We will not have any liability in connection with any unauthorized interception or use of data relating to the Jiko Bank Account; any inability to use or access the Public Platform for any reason; or any cause over which the Bank does not have direct control, including problems attributable to 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 fire walls that may prohibit electronic communications, and/or account information access through the Internet.

The services provided in connection with the Jiko Bank Account and accessible through the Public Platform 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. 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 good will arising out of or related to the use of or inability to use the Jiko Bank Account or Public Platform, 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 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, 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). The foregoing disclaimer may not be effective under applicable state law.



Public Platform

You may access your Jiko Bank Account through the Public Platform by entering your user ID and password or other such identifying information as required. The Public Platform may require you to create a mobile unlock code to secure future access through the Public Platform. Your user ID, password and/or mobile unlock code act as your electronic signature to authorize any requested transactions through the Public Platform.

You can use the Public Platform to:

- Obtain available transaction information
- Obtain available monthly statements
- Obtain the current Jiko Bank Account-related agreement and disclosures
- Transfer funds in and out of the Jiko Bank Account
- Contact customer service

In addition to the types of transfers disclosed above, the Regulation E Disclosures sets forth certain disclosures under CFPB Regulation E with respect to electronic fund transfers (“EFTs”) initiated by the use of the Public Platform.

Notices

If you have any questions about your Jiko Bank Account, please contact us by email at support@public.com.

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 schedules and the Jiko Brokerage Account Agreement, this is the entire agreement relating to your Jiko Bank Account and the services provided with it 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 Jiko Bank Account, except that the Regulation E Disclosures shall control in the event of any conflict between it and this Bank Account Agreement. 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. 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.

Amendments

We may change (add to, delete from, or modify) the terms and conditions of this Bank Account Agreement and any other documents relating to your Jiko Bank Account, including without limitation, the schedules, at any time. Notice will be provided to you as required by applicable law through the email address shown in our records, by posting the notice or an amended Agreement on the Public Platform or by delivering it to you. Your continued use of the Jiko Bank Account indicates your consent to any such changes, additions, deletions or modifications. You may choose not to accept the changes by closing your Jiko Bank Account or terminating this Bank Account Agreement and your use of your Jiko Bank Account.



Survivability

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

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”). EACH PARTY HERETO IRREVOCABLY WAIVES 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.

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.

Force Majeure

Bank shall not be liable for any failure or delay on its part to perform, if such failure, delay or non-performance results in whole or in part from any cause beyond its control, including, without limitation, resulting from any act of God, act of war, riot, earthquake, fire, explosion, natural disaster, flooding, embargo or sabotage.

Arbitration of Disputes

Purpose

This provision (the “Arbitration Provision”) sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.



Definitions

As used in this Arbitration Provision, the term “Claim” means any claim, dispute or controversy between you and us arising from or relating to the Jiko Bank Account or this Bank Account Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Bank Account Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreements. “Claim” 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. 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 Jiko Bank Account or any additional authorized users designated by you; (2) the amount of available funds in the account; (3) advertisements, promotions or oral or written statements related to the Jiko Bank Account, goods or services purchased by other electronic means; and (4) the benefits and services related to the Jiko Bank Account.

As solely used in this Arbitration Provision, the terms “we” and “us” shall for all purposes mean Mid-Central National 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. In addition, “we” or “us” shall include any third party using or providing any product, service or benefit in connection with any account if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you.

As solely used in this Arbitration Provision, the terms “you” or “yours” shall mean all persons or entities approved by us to have and/or use the account, including, but not limited, to all persons or entities contractually obligated under any of the Agreements and all additional authorized users.

A. First – Try To Resolve Claims and Excluded Claims. 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 A of this Arbitration Provision. 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. 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, though 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.

B. Forums For Alternative Claim Resolution.

(i) Arbitration. Subject to Section G of this Arbitration Provision, giving you the right to opt-out of arbitration, if we cannot resolve a Claim as set forth in Section A of this Arbitration Provision within sixty (60) days of receipt of the notice, then either you or we may submit the Claim to formal arbitration in accordance with this Section B of this Arbitration Provision.

Upon expiration of the applicable sixty-day period and 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”). If the Claim has a claimed value of not more than \$250,000, then the arbitration will be heard and determined by a single neutral arbitrator who is a retired judge or a lawyer with not less than fifteen (15) years’ experience as a practicing member of the bar in the substantive practice area related to the Claim, who will administer the proceedings in accordance with the AAA’s “Supplementary Procedures for Consumer-Related Claims.” If the Claim has a claimed value of more than \$250,000, or if we elect in our sole discretion to bear the costs of arbitration in excess of those that would occur for a proceeding before a single neutral arbitrator, then the arbitration will be heard and determined by a three-member panel, with one member to be selected by each party and the third (who will be chair of the panel) selected by the two party-appointed members or by the AAA in accordance with the Commercial Arbitration Rules. The arbitrator or arbitration panel, as the case may be, will apply applicable law and the provisions of this Bank Account Agreement, will determine any Claim according to the



applicable law and facts based upon the record and no other basis, and will issue a reasoned award.

If a party properly submits the Claim to the AAA for formal arbitration and the AAA is unwilling or unable to set a hearing date within sixty (60) days of the filing of a “demand for arbitration,” then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined “Arbitration Rules and Procedures”, or by any other arbitration administration service that you and an officer or legal representative of ours consent to in writing. The substantive practice area requirements for the arbitrator and the \$250,000 threshold for the number of arbitrators assigned to the Claim set forth in the paragraph above for the AAA arbitration will also apply to any such arbitration under JAMS or another arbitration service.

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

AAA: 800.778.7879

JAMS: 949.224.1810

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

<http://www.jamsadr.com/>

(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 attorneys’ fees). However, WITH ARBITRATION (A) THERE IS NO JUDGE OR JURY, (B) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND (C) 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. If an in-person arbitration hearing is required, then it will be conducted in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you are a resident at the time the Claim is submitted to arbitration. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require us to pay a greater portion or all of such fees and costs in order for this Section to be enforceable, then we will have the right to elect to pay the fees and costs and proceed to arbitration, or to decline to do so and have the matter resolved through the



courts. 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 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 any court that has jurisdiction over the parties pursuant to Section 9 of the Federal Arbitration Act.

C. Injunctive Relief. The foregoing provisions of this Section of this Arbitration Provision will not apply to any legal action taken by us to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to this Bank Agreement or the Jiko Bank Account.

D. 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. YOU AND WE HEREBY WAIVE, WITH RESPECT TO ANY CLAIM AGAINST EACH OTHER IN THE SCOPE OF THIS BANK ACCOUNT 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. But if, for any reason, any court with competent jurisdiction or any arbitrator selected pursuant to Section B(i) of this Arbitration Provision holds that this restriction is unconscionable or unenforceable, then our agreement in Section B of this Arbitration Provision to arbitrate will not apply and the Claim must be brought exclusively in court pursuant to Section E of this Arbitration Provision.

E. Federal and State Courts in California. Except to the extent that arbitration is required in Section B of this Arbitration Provision, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any 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.

F. Continuation. This Arbitration Provision shall survive termination of your Jiko Bank Account 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. 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.

G. 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 sixty (60) calendar days of the date 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, Jiko Bank Account number or social security number, and a statement that you wish to opt out of this Arbitration Provision.

Regulation E Disclosures

For Electronic Fund Transfers Not Involving Cards

Revised February 27, 2023

1. **Transfers and Limitations.** Consumers may make the following types of electronic fund transfers to and from their Jiko Bank Account (all capitalized terms not defined herein are defined in the Jiko Bank Account Agreement):
 - Electronic transfers to and from the Jiko Bank Account. Transfers are originated by Public Holdings, Inc. (“Public”) at your direction on a mobile application made available by Public Holdings, Inc. (“Public”), or through Public’s website which contains an interface to the Jiko system (collectively, the “Public Platform”).

For security reasons, there may be limits on transfers you or others may originate. Your Jiko Bank Account will be linked to a Jiko Brokerage Account in order to facilitate investments in U.S. Treasury bills (“T-Bills”).

2. **Record of Your Transactions.** You will get a monthly Jiko Bank Account statement including your electronic fund transfers, including those made through use of the Public Platform.
3. **Our Liability For Failing To Make Transfers.** In the event that Jiko processes electronic funds transfers and we do not complete an electronic fund transfer to or from your Jiko Bank Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages.

There are some exceptions, however. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough available funds in the Jiko Bank Account to make the transfer including through the process described in the Jiko Bank Account Agreement involving selling securities in your Brokerage Account and transferring the resulting amount to the Jiko Bank Account.
- The funds in your Jiko Bank Account are subject to legal process, an uncollected funds hold, or are otherwise not available for withdrawal.

- The transaction cannot be completed because there are technical problems with the Public Platform.
- The Public Platform and/ or Jiko services were not working properly and you knew about the problem when you started the transaction.
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, a natural disaster) prevent or delay the transfer, despite reasonable precautions taken by us.
- We have reason to believe the transaction may not be authorized by you.

There may be other exceptions stated in our Jiko Bank Account Agreement with you.

4. **Lost or Stolen Device or Credentials.** If you believe your mobile device that has the Public Platform installed or your Public Platform user name, password or other credentials has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, email us as soon as you can, at support@public.com. You can also write to us at 228 Park Ave South, Suite 97716, New York, NY 10003. Note: we will never ask you for your password.
5. **How to Report Unauthorized Transactions and Resolve Errors Or Questions.** Call us at the number, or write to us at the postal address described in the preceding section, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.
 - Tell us your name, address and the last four (4) digits of your Public Brokerage Account number. We may request additional information to verify your identity.
 - Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - Tell us the dollar amount of the suspected error.

It would be helpful if you also provided us with any supporting documentation related to the error. If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Jiko Bank Account within 10 Business Days of receiving the error notice for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your Jiko Bank Account.

We will correct the error, if any, within one Business Day after determining the error occurred, and tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you an explanation by e-mail within three Business Days of the investigation. If a provisional credit is reversed, we will notify you of the date and amount of the reversal. You may ask for copies of the documents that we used in our investigation.

6. Special Rules for New Accounts.

For errors involving new Public Brokerage Accounts, we may take up to 90 days to investigate your complaint or question. For new Public Brokerage Accounts, we may take up to 20 Business Days to provisionally credit your Public Brokerage Account for the amount you think is in error.

- 7. Your Liability for Unauthorized Electronic Fund Transfers.** Tell us AT ONCE if you believe your mobile device that has the Public Platform installed or your Public Platform username, password or other credentials (individually, a "device or credential") has been lost or stolen or has been used by someone without authorization. Notify us by email at support@public.com. You can also write us at 228 Park Ave South, Suite 97716, New York, NY 10003. You could lose all the money in your Public Brokerage Account plus all of the money that can be transferred to the Jiko Bank Account from the Jiko Brokerage Account if an unauthorized person uses your credentials to access the Public Platform. If you tell us within 2 Business Days after you learn of the loss or theft of a device or credential, you can lose no more than \$50 if someone used your device or credential without your permission. If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your device or credential, and we can prove



we could have stopped someone from using your device or credential without your permission if you had told us, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

8. **Business Days.** Our Business Days are Monday through Friday, excluding federal holidays.
9. **Disclosure of Account Information.** We may release information about your Jiko Bank Account and the transactions you perform to third parties where it is necessary or helpful in verifying or completing a transaction, to consumer reporting agencies, as permitted by law, or with your consent. Please see the Bank's Privacy Notice for further details.

Truth in Savings

Revised February 15, 2023

Rate Information

No interest will be paid on the Jiko Bank Account held at Mid-Central National Bank.

Schedule of Fees

A current description of fees related to this Jiko Bank Account will always be available on the Public Platform. There is no minimum balance required to open the Jiko Bank Account and no monthly maintenance fees are charged on the Jiko Bank Account and no minimum balance is required to be maintained. Please refer to the Brokerage Agreement for a list of fees associated with your Jiko Brokerage Account. All capitalized terms not defined herein are defined in the Jiko Bank Account Agreement.

The following fees (“Fees”) may be charged as set forth:

Item	Fee (USD)
Account Opening Fee	\$0
Monthly Account Maintenance Fee	\$0
Overdraft Fee	No overdrafts of the Jiko Bank Account are allowed
Transfer Fee (Incoming and Outgoing)	\$0
Account Closing Fee	\$0
Foreign Transaction Fee	\$0

Item	Fee (USD)
Returned Deposit Fee	\$0
Paper Copies of Documents	\$0
Legal Process	\$0
JTI Jiko Fee	\$0



Funds Availability Schedule

Revised February 27, 2023

General Policy

You may use the Public mobile application or Public website (together the “Public Platform”) to instruct Open to the Public Investing, Inc. (“Public Investing”) and Jiko Bank to transfer funds from your Public Investing brokerage account to your Jiko Bank Account and vice versa.

Once the funds are available in your Jiko Bank Account, they will be promptly swept to your Jiko Brokerage Account and invested by Jiko Securities, Inc. The availability of funds in your Jiko Bank Account will change on a daily basis based on your investment activity.

All capitalized terms not defined herein are defined in the Jiko Bank Account Agreement.

Business Days

For determining the availability of funds, every day is a business day, except Saturdays, Sundays, and federal holidays.