

ESTABLISHMENT DOCUMENTS

Opening a Custody Only Account

To open a Custody Only account with Columbia Private Trust, you'll need:

- Custody Only Account Application Form
- Custody Only Account Agreement
- Copy of Plan Documents
- Custodial Addendum
- California Consumer Privacy Act (CCPA) Notice
- Basic Services Agreement Acknowledgment from Third Party Administrator (TPA)(stating who they are and how to contact them)
- Privacy Policy
- Fee Schedule

INSTRUCTIONS

Please complete the enclosed Custody Only Account Application and Agreement forms, then return them to Columbia Private Trust. Include a copy of the Plan Documents and Basic Services Agreement Acknowledgment from your TPA with your application forms. Review and retain a copy of the Custodial Agreement, Custodial Addendum, California Notice at Collection, Privacy Policy and Fee Schedule for your records.

RETURN INSTRUCTIONS

Return the completed forms to Columbia Private Trust by any of the following methods:

Upload forms to:
ColumbiaPrivateTrust.com/Upload

Fax to: 303.614.7038

Regular Mail:
Columbia Private Trust
Processing Center
P.O. Box 981012
Boston, MA 02298

Overnight/Express Mail Deliveries:
FIS-Remittance Processing
Loading Dock #2
Attn: Columbia Private Trust
10 Dan Road
Canton, MA 02021

Questions?
Call 800.962.4238



Custody Only Account Plan Application

IMPORTANT INFORMATION

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 client who opens an account. When you open an account, we will ask for your name, physical 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 forms of identification.

YOUR SIGNATURE AND DATE ARE REQUIRED ON PAGE 4.

Please complete, sign and return this application with your contribution and applicable fee payment. Be sure to keep a copy for your records. Please print or type. All fields must be completed. **If not applicable, please indicate by printing "N/A" or "None" where appropriate.**

1. QUALIFIED PLAN INFORMATION

PLAN NAME	PLAN OR TAX ID NO.	ESTABLISHMENT DATE	
MAILING ADDRESS			
Is this a home or a business address? <input type="checkbox"/> Home <input type="checkbox"/> Business			
CITY	STATE/PROVINCE	COUNTY	POSTAL CODE

If applicable, enter name of organization or individual referral, or promotion code: _____

2. PARTICIPANT INFORMATION

PARTICIPANT NAME (FIRST, MI, LAST)	DATE OF BIRTH	SOCIAL SECURITY NO.	
MAILING ADDRESS			
CITY	STATE/PROVINCE	COUNTY	POSTAL CODE
EMAIL ADDRESS	PRIMARY PHONE NO.		

RECEIPT OF STATEMENTS ELECTION

Check this box if the Plan (the Owner) wishes to receive copies of Participant statements at the address listed in Section 1.

IF THE PARTICIPANT AND/OR ACCOUNT OWNER IS RECEIVING STATEMENTS FROM COLUMBIA PRIVATE TRUST, PLEASE BE AWARE THAT THEY WILL BE PRINTED QUARTERLY STATEMENTS DELIVERED BY MAIL. A quarterly fee of \$10.00 will be assessed for this service; this quarterly fee will be waived if you elect to receive your statements electronically. To waive this fee and receive electronic statements, you must register your Columbia Private Trust account online at ColumbiaPrivateTrust.com/Register, then, you must elect to receive electronic statements through your online account.



3. ADOPTING EMPLOYER/SPONSOR INFORMATION

CONTACT NAME (FIRST, MI, LAST)	NAME OF EMPLOYER/SPONSOR
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MAILING ADDRESS

Is this a home or a business address? Home Business

PRIMARY TRADE

CITY	STATE/PROVINCE	COUNTY	POSTAL CODE
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PRIMARY PHONE NO.	EMPLOYER/SPONSOR'S FISCAL YEAR END
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FEDERAL TAX ID NO.

4. TRUSTEE CONTACT INFORMATION

TRUSTEE NAME (FIRST, MI, LAST)

SOCIAL SECURITY NUMBER	DATE OF BIRTH	PRIMARY PHONE NO.
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LEGAL PHYSICAL ADDRESS

CITY	STATE/PROVINCE	COUNTY	POSTAL CODE
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EMAIL ADDRESS

4A ADDITIONAL TRUSTEES (IF APPLICABLE, ATTACH ADDITIONAL PAGES AS NEEDED)

TRUSTEE NAME (FIRST, MI, LAST)

SOCIAL SECURITY NUMBER	DATE OF BIRTH	PRIMARY PHONE NO.
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LEGAL PHYSICAL ADDRESS

CITY	STATE/PROVINCE	COUNTY	POSTAL CODE
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EMAIL ADDRESS

Number of trustee signatures required for binding: _____.

NOTE: Trustees will receive quarterly paper statements, for which you will be assessed a quarterly fee of \$10.00. This fee will be waived if you elect to receive statements electronically. In order to receive your statements electronically, you must register your account at ColumbiaPrivateTrust.com/Register.



5. PLAN OR THIRD PARTY ADMINISTRATOR (TPA) CONTACT INFORMATION

Please use this address for mailing, if different than the Adopting Employer/Sponsor address given above.

CONTACT NAME (FIRST, MI, LAST)

COMPANY NAME

MAILING ADDRESS

Is this a home or a business address? Home Business

CITY	STATE/PROVINCE	COUNTY	POSTAL CODE
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PRIMARY PHONE NO.	EMAIL ADDRESS
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UNINVESTED CASH DISCLOSURE AND TRUSTEE & PARTICIPANT REPRESENTATIONS ON NEXT PAGE



6. UNINVESTED CASH

I hereby direct Columbia Private Trust to deposit all undirected and uninvested cash from any source, including but not limited to contributions, transfers, proceeds from asset sales and income and distributions from assets held in the custodial account, into deposit accounts with a Federal Deposit Insurance Corporation ("FDIC") insured bank (which may include Columbia Private Bank), at the discretion of Columbia Private Trust. I also acknowledge that the deposits at each bank will be insured by the FDIC up to the federal deposit insurance limits (currently \$250,000) and that any amount in excess of the legal limit will not be insured by the FDIC.

I further understand and agree that my account may have a minimum cash requirement and that fees are applicable to accounts that fall below the required minimum, as outlined in the Fee Schedule. Check your Fee Schedule to confirm if this applies and for details.

7. EMPLOYER/SPONSOR OR TRUSTEE REPRESENTATIONS

The Employer or Trustee acknowledges that:

- He or she has received, read and understands the Custodial Agreement, Custodial Addendum and Fee Schedule for the Columbia Private Trust Custody Only Account that the Employer or Trustee is establishing; and
- Understands that the Custodial Agreement, Custodial Addendum and Fee Schedule set forth the duties, limitations on duties and rights of the Employer or Trustee, Columbia Private Trust and its related entities.
- By signing this application below, the Employer or Trustee warrants that all the information provided in this application is true and accepts and agrees to all of the terms and conditions of the Custodial Agreement, Custodial Addendum and Fee Schedule.
- Columbia Private Trust performs the duties of an independent custodian of assets for self-directed individual and business retirement accounts and does not provide investment advice, sell investments or offer any tax or legal advice. Clients or potential clients are advised to perform their own due diligence in choosing any investment opportunity as well as selecting any professional to assist them with an investment opportunity.

EMPLOYER/TRUSTEE SIGNATURE

DATE

8. PARTICIPANT REPRESENTATIONS

The Participant acknowledges that:

- He or she has received, read and understands the Custodial Agreement, Custodial Addendum and Fee Schedule for the Columbia Private Trust Custody Only Account that the Participant is establishing; and
- Understands that the Custodial Agreement, Custodial Addendum and Fee Schedule set forth the duties, limitations on duties and rights of the Participant, Columbia Private Trust and its related entities.
- By signing this application below, the Participant warrants that all the information provided in this application is true and accepts and agrees to all of the terms and conditions of the Custodial Agreement, Custodial Addendum and Fee Schedule.
- Columbia Private Trust performs the duties of an independent custodian of assets for self-directed individual and business retirement accounts and does not provide investment advice, sell investments or offer any tax or legal advice. Clients or potential clients are advised to perform their own due diligence in choosing any investment opportunity as well as selecting any professional to assist them with an investment opportunity.

PARTICIPANT SIGNATURE

DATE

© 2026 Columbia Private Trust, a Division of Columbia Bank. All Rights Reserved. Columbia Private Trust performs the duties of an independent custodian of assets for self-directed retirement and custodial accounts and does not provide investment advice, sell investments or offer any tax or legal advice. Clients or potential clients are advised to perform their own due diligence in choosing any investment opportunity as well as selecting any professional to assist them with an investment opportunity. Columbia Private Trust is not affiliated with any financial professional, investment sponsor, or investment, tax, or legal advisor.

NON-DEPOSIT INVESTMENT PRODUCTS ARE NOT INSURED BY THE FDIC; ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, THE BANK OR ANY OF ITS DIVISIONS; AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

Upload forms to:
ColumbiaPrivateTrust.com/Upload

Fax to: 303.614.7052

Send mail to:
Columbia Private Trust
Processing Center
P.O. Box 981012
Boston, MA 02298

For express deliveries:
FIS-Remittance Processing
Loading Dock #2
Attn: Columbia Private Trust
10 Dan Road
Canton, MA 02021

Questions?
Call 800.962.4238



Custodial Account Agreement: Custody Only Accounts

ARTICLE 1 – DESIGNATION & ACCEPTANCE BY CUSTODIAN

The Employer and Trustee named below hereby appoint Columbia Bank, through its division Columbia Private Trust, to be Custodian of the assets of the Plan set forth on the Custody Only Account Application Form (the “Plan”), and Columbia Private Trust agrees to serve as Custodian of the Plan’s assets, on the terms and conditions set forth in this Custodial Agreement (“Custodial Agreement”).

ARTICLE 2 – HOLDING OF ASSETS

Columbia Private Trust, a division of Columbia Bank, shall hold, as Custodian, all deposits, funds and assets of the Plan that the Trustee or Employer designates and transfers to Columbia Private Trust for such purpose, for and on behalf of the Plan. Such deposits, funds and assets are referred to hereinafter as the “Fund.” The Trustee, on behalf of the trust established by the Plan, shall remain the legal owner of all Fund assets. Fund assets shall be held in the name of Columbia Private Trust, Custodian, FBO the Plan or in one of the nominee names registered to Columbia Private Trust unless agreed to otherwise by the Custodian and the Employer or Trustee.

ARTICLE 3 – FINANCIAL REPRESENTATIVE INFORMATION & AUTHORIZATION

The Employer or Trustee may choose to designate a Financial Representative (FR), who the Employer or Trustee authorizes to execute transactions for the Plan according to the Custodial Agreement Terms and Conditions Addendum.

ARTICLE 4 – EMPLOYER & TRUSTEE RESPONSIBILITIES TO ENSURE PROPER TAX TREATMENT, PAYMENT OF LIABILITIES & COMPLIANCE WITH REPORTING REQUIREMENTS

The Employer and Trustee shall be solely and fully responsible for ensuring proper payment of any taxes, tax penalties and other liabilities, and compliance with the Employer’s and Trustee’s reporting obligations, in connection with contributions to, disbursements from, or investments or transactions with respect to the Fund, and for the consequences of such payment (or nonpayment) or of any noncompliance with applicable reporting requirements. Among other things, it shall be the sole and full responsibility of the Employer and/or Trustee to ensure that:

- (a) Any contribution intended to be tax-deductible under the IRC or any corresponding provision of state law is so deductible;
- (b) Fund earnings intended to be tax-deferred qualify for tax-deferred treatment; and
- (c) All taxes and penalties due are properly and timely paid and that all tax and other reporting requirements, other than those which under this Agreement the Custodian has expressly undertaken to satisfy, are properly and timely complied with. Notwithstanding the

foregoing, the Custodian, in its sole discretion, may sell or liquidate assets in the Fund, in reverse order of purchase of assets, to the extent necessary to satisfy any tax deficiency with respect to the Fund reported to the Custodian by the Internal Revenue Service, or of any liability properly chargeable to the Fund, and shall not be liable for any consequences of such sale, liquidation or payment.

ARTICLE 5 – INVESTMENTS

- (a) **Investment Responsibility.** The Employer, Trustee, Financial Representative or a Plan Participant (with respect to such Participant’s Plan account) shall have the sole authority, responsibility and discretion, fully and completely, to select and to direct the investment of all assets in the Fund (or, with respect to a Plan Participant, such Participant’s Plan account). All investment directions shall be given in a form that complies with reasonable requirements and procedures imposed by the Custodian. The Custodian shall have no investment responsibility with respect to the investment of the Fund. The Custodian shall not be responsible or liable for taxes, losses or other consequences resulting from investments made or transactions entered into at the direction of the Employer, Trustee, Financial Representative and/or Plan Participants.

The Employer, Trustee, Financial Representative and Plan Participants shall be responsible for ensuring that any documents relating to any investment are signed, recorded, genuine, legally enforceable and/or sufficient to give rise to a legal interest, including but not limited to title or a security interest.

The Employer, Trustee, Financial Representative or a Plan Participant (with respect to such Participant’s Plan account) shall direct the Custodian with regard to the investment of any cash in the Fund. In the absence of specific direction to invest cash in the Fund, the Custodian will be deemed to have been directed by the Employer, Trustee, Financial Representative or a Plan Participant (with respect to such Participant’s Plan account) to deposit all uninvested cash with an FDIC-insured depository institution (which may include Columbia Bank).

- (b) **Permitted Investments.** Investments may be made in instruments and investment vehicles that are permitted by the Custodian and are compatible with its administrative and operational requirements. The Custodian, at its discretion, reserves the right not to hold any investment or investment type. The Custodian reserves the right not to honor any investment instruction if adequate information has not been provided or if the Custodian cannot meet special administrative requirements of the investment.
- (c) **Investment Powers.** The Custodian shall not commingle the Trust with any other property it holds except in a common trust fund or common investment fund.

(d) **Taxes, Legal Costs and Legal Actions**

The Custodian may charge against and pay from the Fund all taxes of any nature levied, assessed, or imposed upon the Fund, and pay all reasonable expenses and attorney's fees which may be necessarily incurred by the Custodian with respect to the foregoing matter.

If Employer elects to bring a claim or file a lawsuit against a third-party using Custodian's name in Custodian's nominal capacity, Employer agrees to comply with Custodian's reasonable instructions for filing said claim or lawsuit, including but not limited to, signing an Appointment of Agent document for the benefit of Custodian.

The Custodian may charge the Employer, and/or the Fund, and shall be reimbursed by the Employer or the Fund, for any reasonable expense incurred by the Custodian in connection with any account services or activities that the Custodian determines are necessary or advisable, or which are expressly directed by the Employer, and which are not included in the services provided by the Custodian for its normal fees. The Custodian will only pay expenses relating to the external administration of a specific investment held in the Fund, such as property tax or association fees, from cash available in the Fund and will not advance such expenses on behalf of the Employer if cash is unavailable.

Examples of the foregoing include, but are not limited to, attorney's fees and other legal costs and expenses (including, without limitation, filing and other court fees; arbitration; mediation; investigation; expert witness; and court reporter fees and similar expenses): 1) in defense of, or otherwise on behalf of, the Fund or the Employer or any Plan Participant's interest therein in any arbitration, litigation, investigation, or request by a governmental or regulatory agency, involving or relating to the Fund or any of its assets or transactions; or 2) in defense of the Custodian, if the Custodian is named together with the Employer, the Plan or the Fund in any proceeding involving the Employer, the Plan or the Fund. The Custodian may establish a reasonable reserve from the assets of the Fund with which to pay its compensation or expenses for administration.

ARTICLE 6 – TERMINATION

This Agreement and any rights granted hereunder and under any addendum or exhibit may be terminated:

- (a) By either party upon written notice at least 30 days prior to the end of the initial term or any renewal term;
- (b) By Columbia Private Trust if it is not or ceases to be the sole Custodian of the Plan's assets;
- (c) Immediately by Columbia Private Trust if the Employer shall breach any provision or obligation of confidentiality contained in this Agreement (including any addendum or exhibit); and
- (d) By either party if the other party shall breach any material provision (excluding confidentiality) of this Agreement and such breach is not cured within 30 days after receipt of written notice by the breaching party.

Upon termination or expiration of this Agreement, for any reason, the Employer shall cease to use all documents furnished by Columbia Private Trust under this Agreement. Termination of this Agreement shall

not relieve the Employer of its obligations regarding confidentiality. After termination of this Agreement, Columbia Private Trust shall have no responsibility to the Employer with respect to updating, maintaining, amending of any documents, informing the Employer of any requirement for some, or providing any services contracted for under this Agreement. The Employer agrees to assume the responsibility of updating, maintaining, and amending any documents provided hereunder. Nothing herein shall limit the Employer's obligations for any payments due at the time of termination. Termination of this Agreement shall be in addition to and not in lieu of any other remedies available to either party at law or in equity.

ARTICLE 7 – RESIGNATION OR REMOVAL OF CUSTODIAN

- (a) The Custodian may resign at any time with or without cause upon written notice to the Employer. Resignation will take effect 30 days after the date the notice is sent, unless a successor Trustee/Custodian is duly appointed by the Custodian or the Employer before that date.
- (b) The Custodian may be removed at any time with or without cause upon 60 days' written notice to the Custodian. Such effective date may be changed upon written mutual agreement. To be effective, the Employer's notice of removal of the Custodian must include notice of the appointment of a successor Trustee/Custodian and a written acceptance of such appointment by the successor Trustee/ Custodian.
- (c) If, by the effective date, of either the Custodian's resignation or removal or such longer time as the Custodian may agree to, neither the Custodian nor the Employer has appointed a successor Trustee/Custodian which has duly accepted such appointment, the Custodian shall terminate the Account which shall be effective by distributing all assets in the Employer's Account in a single sum in cash or in kind to the Plan's trustee subject to the Custodian's right to reserve funds as provided below. In the event of any distribution in kind, the Custodian and the Employer shall (or shall cause the Plan's trustee to) execute, acknowledge and deliver all documents and written instruments necessary to transfer and convey the right, title and interest in the assets of the Custodial Account to the Plan's trustee.
- (d) Upon the resignation or removal of the Custodian, the Custodian shall be entitled to deduct from the Fund such reasonable amount as it deems necessary to provide for expenses in the settlement of its account, the amount of compensation due to it, and any taxes or other sums chargeable against the Fund for which it may be liable. If the Fund is not sufficient for such purposes, the Custodian shall have the right to a settlement of its account, which, at the option of the Custodian, may be by judicial settlement in an action the Custodian institutes in a court of competent jurisdiction; or by a settlement agreement between the Custodian and the Employer. Upon settlement under this Section, all rights, title and interest of the Custodian in the assets of the Fund shall vest in the successor Trustee/Custodian. At that time, all future liability of the Custodian shall terminate under the Account; provided, however, the Custodian shall execute, acknowledge and deliver all documents and written instruments necessary to transfer and convey the right, title and interest in the assets of the Fund to the successor Trustee/Custodian.

ARTICLE 8 – SUCCESSOR TRUSTEE/CUSTODIAN

In the event the Custodian merges, reorganizes, is acquired or changes its name, the surviving entity will become the trustee or Custodian of the Account provided that it is authorized to serve in that capacity pursuant to the Code.

ARTICLE 9 – GENERAL PROVISIONS

- (a) **Fees and Expenses of the Custodian.** The Employer and/or the Trustee shall pay the Custodian fees and expenses for its services under this Plan in accordance with the Custodian's current Fee Schedule applicable to the Plan and as otherwise set forth in this Agreement. The Custodian may receive a service fee from third parties such as broker-dealer, mutual fund or other investment sponsor, including Rule 12b-1 and revenue sharing fees, for administrative and other services that the Custodian performs incident to the establishment and maintenance of records for any account and the Participant acknowledges and agrees to the Custodian's receipt of such amounts.
- (b) **Billing and Fee Collection.** In consideration for services under this Custodial Account Agreement, the Custodian shall be paid the fees specified on the applicable Fee Schedule, the provisions of which are incorporated into this Custodial Account Agreement, and as otherwise set forth in this Agreement. Such fees, which may include, but are not limited to, account establishment, account maintenance, account termination and other account administrative fees will be billed and collected as identified in the applicable Fee Schedule.
- (c) **Amendments.** The Custodian may amend this Agreement, whether prospectively or retroactively, at any time, without the Employer's consent, provided that no amendment that may materially and adversely affect the Employer shall be effective until the expiration of a thirty (30) day period following delivery of written notice (which may be an electronic notice) of the amendment by the Custodian to the Employer.
- (d) **Delegation.** The Custodian may designate or employ any person or persons to carry out any powers or responsibilities of the Custodian or for the purposes of performing administrative or other custodial-related services. The limitations on the duties of the Custodian under this Custodial Agreement or otherwise shall also apply to all such persons.
- (e) **Governing Law.** Except to the extent governed by or subject to the requirements of the Code or other applicable federal law, or preempted by federal law, this Agreement shall be governed by and construed and administered under the laws of the State of California, without giving effect to any state's choice of law provisions.

© 2025 Columbia Private Trust, a Division of Columbia Bank. All Rights Reserved. Columbia Private Trust performs the duties of an independent custodian of assets for self-directed retirement and custodial accounts and does not provide investment advice, sell investments or offer any tax or legal advice. Clients or potential clients are advised to perform their own due diligence in choosing any investment opportunity as well as selecting any professional to assist them with an investment opportunity. Columbia Private Trust is not affiliated with any financial professional, investment sponsor, or investment, tax, or legal advisor.

NON-DEPOSIT INVESTMENT PRODUCTS ARE NOT INSURED BY THE FDIC; ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, THE BANK OR ANY OF ITS DIVISIONS; AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

Custodial Agreement Terms and Conditions Addendum

The Participant acknowledges and agrees that the following terms and conditions (the “Terms”) apply to each (i) Traditional/SEP IRA, (ii) Roth IRA, (iii) Simple IRA, (iv) Solo 401(k), or other applicable IRA Custodial Agreement (collectively, the “Custodial Arrangement”) by and between the Participant and Columbia Bank, through its division, Columbia Private Trust as Custodian (each, a “Party,” and collectively, the “Parties”).

Capitalized terms used herein and not otherwise defined are defined as set forth in the applicable Custodial Arrangement between the Parties or in the applicable Disclosure Statement. The terms “Account Holder,” and “Depositor” may be interchangeable with the term “Participant.” The term “Account” as used herein means either “Plan”, “Fund” or “Account” as applicable pursuant to the terms of the applicable Custodial Agreement.

ARTICLE 1 – PARTICIPANT ACCOUNTS

The Custodian shall establish and maintain a separate Account in the name of the Participant and credit the Participant’s contributions to that Account. If a Participant wishes to make any combination of regular IRA contributions, SEP contributions and Qualifying Rollover Contributions, the Custodian shall accept each type of contribution for deposit into the same Account for the Participant unless the Participant directs the Custodian, by signing an additional IRA Application, to maintain a separate Account in the Participant’s name for a specific type(s) of contribution(s). The interest of any Participant in the balance of Participant’s Account is at all times 100% nonforfeitable. Neither a Participant nor a Beneficiary shall assign or alienate any portion of the Participant’s Account or, if applicable, any benefit provided under the Plan pursuant to which the Account is established, and the Custodian shall not recognize any such assignment or alienation.

ARTICLE 2 – NOTICE; ELECTRONIC RECORDS

The Custodian and the Participant agree that each of the Custodian and the Participant has the legal and contractual right to: (a) execute and deliver the applicable Custodial Arrangement and all supplemental and replacement agreements (collectively, the “Agreements”), (b) provide and communicate directions, instructions, notices, information, records and documents (collectively, the “Documents”) to each other and other persons or entities, and (c) effect and process transactions under the Agreements for all of the foregoing or related purposes through or by the use of electronic means, processes, transmissions, communications, and records, where such communication by electronic means will satisfy any requirements for written notice.

The Custodian shall not be bound by any certificate, notice, order, information, or other communication unless and until it shall have been received in the form and manner prescribed by the Custodian at its place of business.

ARTICLE 3 – ADDITIONAL ACCOUNT TERMS

3.1 Fees; Expenses; Account Value Minimum Requirement

We may charge reasonable fees and are entitled to reimbursement for any expenses we incur in establishing and maintaining your Account. We may change the fees at any time by providing you with notice of such changes. We may deduct fees directly from your Account assets or bill you separately. The payment of fees has no effect on your contributions. Additionally, we have the right to

liquidate your Account assets to pay such fees and expenses. If you do not direct us on the liquidation, we will liquidate the assets of our choice and will not be responsible for any losses or claims that may arise out of the liquidation.

Accounts requesting a distribution or transfer must retain a minimum cash value as stated in the applicable Custodial Arrangement Fee Schedule, or in an asset the Custodian deems liquid in addition to the total amount due for invoiced fees. If the Participant’s distribution/transfer request would leave the Account with less than the required balance, the Account may be automatically closed and the termination fee will apply.

3.2 Fee Billing & Collection

The Account is only eligible to earn interest if it is open as of the interest crediting date, and any interest that may accrue during a month that an Account is closed prior to the interest crediting date will be paid to the Custodian as an additional fee.

The Custodian reserves the right to effect changes to its Fee Schedule, upon 30 days prior written notice to the Participant. Fees and expenses will continue to accrue and be payable even if the Account contains no assets from which the Custodian can collect amounts owed by the Participant. If Participant elects to pay fees and expenses from cash in the Account and there is insufficient cash to cover fees assessed, the Account may go into overdraft status and a liability reflected until fees and expenses are brought current.

The Custodian may charge the Participant, and/or the Account, and shall be reimbursed by the Participant or the Account, for any reasonable expense incurred by the Custodian in connection with any Account services or activities that the Custodian determines are necessary or advisable, or which are expressly directed by the Participant, and which are not included in the services provided by the Custodian for its normal fees. The Custodian will only pay expenses relating to the external administration of a specific investment held in the Account, such as property tax or association fees, from cash available in the Account and will not advance such expenses on behalf of the Participant if cash is unavailable. If the fees or expenses of the Custodian are not timely paid using the method specified by the Participant in accordance with procedures established by the Custodian (which may include deducting cash from the Account, invoicing to and payment by the Participant, or by any other acceptable payment method that may be offered by the Custodian in the future (the “Specified Collection Method”)),

the Custodian may use any other available means to receive payment for such fees or expenses, including by using available cash in the Account. If the Custodian has to use other available means to satisfy the fee balance, this may delay the transaction including, Account termination requests, and may result in adverse tax consequences.

If any custodial fees or expenses remain outstanding for more than 30 days, and there is insufficient cash in the Account to pay such fees or expenses, the Custodian may attempt to satisfy any such unpaid fees or expenses by liquidating investments in the Account as the Custodian determines in its sole discretion. This can be done as necessary to satisfy the balance of the outstanding fees and expenses plus an amount equal up to one year's estimated custodial fees, as well as any other costs associated with such liquidation, including but not limited to all expenses charged by asset sponsors and the fees set forth on the Fee Schedule. The prior quarter's fees, plus applicable annual custodial fees, shall be used as a basis for the estimation of the one year custodial fees.

The Custodian may employ a collection agency to recover all unpaid fees and expenses. The Participant and the Account shall be liable for the Custodian's expenses with respect to collection of overdue unpaid fees and expenses subject to the same terms and conditions as applicable to other fees and expenses set forth herein and in the Custodial Agreement.

The Participant hereby relieves the Custodian of any liability, including but not limited to, claims for costs, taxes, penalties, and extra fees resulting from the failure of the Participant to pay or cause to be paid any assessed fees or expenses in a timely manner and from any subsequent actions taken by the Custodian. The Participant understands and agrees that he or she is responsible for reporting any inaccuracy of all assessed Account fees and expenses and must report any inaccuracies within 30 days of the fees being collected (or attempted collection).

Debit/credit card charges should not be disputed directly with the card issuer. Doing so may result in a charge back to the Custodian, which will in turn result in an immediate debit to the uninvested cash in the Account of an equal amount that was charged to the Custodian. Should the uninvested cash in the Account be insufficient to cover the amount, the outstanding balance will be assessed to the Account and the Participant will be notified. Satisfaction of the assessed fee amount will be subject to the terms of this Billing and Fee Collection section.

Accounts holding \$200 or less in cash, and no other assets, may be closed, and the cash balance will be paid to the Custodian as an Account Termination Fee as set forth in the Fee Schedule.

Certain fees set forth on the Fee Schedule may continue to apply after notification to a Participant of their Account closure. Examples of such fees may include, but are not limited to, research/special services fees (including trailing dividends and other payments to the Account post- closure), check/wire fees, requests for copies of records, and other miscellaneous fees that are attributable to work performed by the Custodian related to the Account, but performed after the Account has closed. Any fees that remain unpaid after the Account is closed will be subject to collections and payment according to the terms outlined herein.

ADDITIONAL DISCLOSURES

The Quarterly Administration fee is billed quarterly in arrears, based on Total Account Value (TAV).

After Account establishment, most charges associated with transactions, Account administration and "other charges" will be calculated and assessed at the end of each quarter, and fees are immediately collected, per the Specified Collection Method, if available, and as otherwise specified herein. Manual or telephone distribution charges will be assessed and collected at time of the transaction or activity.

Fees for non-recourse loans will be assessed on the asset only. The loan will not be included for the purpose of determining fees.

Fees will continue to accrue and be payable as long as the Account is open, even if the Account contains no assets from which the Custodian can collect amounts owed by the Participant.

Unfunded Accounts and Accounts with a zero value continue to incur administrative fees until the Account is closed either by the Participant or by the Custodian upon resignation.

Accounts holding cash equal to the Full Account Closure cost fee (specified on the Fee Schedule) or less and no other assets may be closed at the Custodian's sole discretion, and the cash balance will be paid to the Custodian in lieu of the Full Account Closure fee.

All outstanding Account fees and charges must be satisfied prior to the completion of an asset transfer /distribution or an Account closure.

Fees Charged by a Third Party Related to Investments May Apply

Apart from services charged by the Custodian, there may be certain charges connected with the investment holdings in the Account. These service charges may include, but are not limited to, foreign currency, recording, surrender, asset sponsor and reregistration. Such fees will be assessed and collected at the time of the transaction.

3.3 Disputes

- (a) **California.** If you open an Account with us in California and a dispute arises between us with respect to the Account, this Agreement, its enforcement or our Account services, either of us may require that it be resolved by judicial reference in a California Superior Court in accordance with California Code of Civil Procedure, Sections 638, et seq. The referee shall be a retired judge, agreed upon by the parties or appointed by the court. All costs of the reference procedure, including (among other costs) fees for the referee and the court reporter, shall be paid equally by all parties as the costs are incurred. The referee shall hear and decide all pre-trial and post-trial matters, including requests for monetary damages and equitable relief, prepare an award with written findings of fact and conclusions of law, and apportion costs between the parties as appropriate. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal.
- (b) **Other States.** If your Account was opened at a bank location outside California, you and we each waive our respective rights to a trial before a jury in connection with disputes between us related to your Account, this Agreement, its enforcement or our Account services to the fullest extent permitted by law. This waiver shall not apply if your Account is opened with us in a state where a jury trial waiver is not

permitted by law. If your Account is opened with us in a state where jury trial waiver is not permitted by law, you and we agree as follows: A lawsuit may be brought in court by either you or us only if the claims of all parties, including damage claims of all types, total less than \$50,000. If the claims of all parties total \$50,000 or more, you and we agree that all disputes of fact and law in connection with your Account, this Agreement, its enforcement, or our Account services shall be decided, at the option of either party, by binding arbitration, under the Rules of the American Arbitration Association, in accordance with Title 9 of the United States Code (Federal Arbitration Act) and the Commercial Arbitration Rules of the American Arbitration Association. You and we agree that the arbitrator(s) may conduct some or all of the arbitration by telephone if the arbitrator(s) find that doing so is appropriate given the location of the parties and the amount in question.

A single arbitrator will be chosen for any dispute that involves total claims of \$250,000 or less. In that case, the arbitrator will only have the power to award up to \$250,000, including all damages and costs of every kind. A submission to a single arbitrator will be deemed a waiver of any right to recover more than that amount. A dispute involving total claims exceeding \$250,000 will be decided, upon the request of either party, by a majority vote of a panel of three arbitrators. Any arbitrator appointed under this Agreement must be an attorney with 15 or more years of practice or a retired judge. No arbitrator shall have the power to award any remedies that could not be ordered by a court under the laws of the state where your Account was opened. The arbitrator(s) shall decide the dispute in accordance with the law of the state where the Account was opened, and the arbitrator(s) shall not have the power to decide the dispute on any other basis.

- (c) **All States.** Nothing in this Agreement limits or prevents either party from exercising any lawful self-help remedies, such as set off, exercising any right or remedy as a secured party against any collateral pursuant to the terms of a security agreement or otherwise, or from complying with legal process involving accounts or other property. Further, nothing in this Agreement limits or prevents any party from filing a lawsuit in court to obtain provisional or ancillary remedies such as attachment, replevin or writ of possession, injunctive relief, the appointment of a receiver, or to interplead funds in the event of a dispute. Any action or arbitration brought in accordance with this Agreement may be brought only in the state where your Account was opened, except that any lawsuit for provisional or ancillary remedies may also be brought in the state where the defendant resides or the collateral or other assets are located. Disputes in an amount subject to the jurisdiction of that state's small claims court shall not be subject to an arbitration or judicial reference proceeding.
- (d) **Class Action Waiver.** Neither you nor we may bring, join or consolidate disputes as a representative or member of a class in any dispute, claim, or proceeding (including any arbitration), or act with respect to any dispute, claim or proceeding in the interest of the general public or in a private attorney general capacity.

- (e) **Miscellaneous.** Unless we agree otherwise, Accounts that are not opened in person at a bank location (e.g., Accounts opened through our franchise lending or association banking division) will be deemed to be opened in the State of California.

3.4 Confidentiality & Security

The Custodian restricts access to non-public personal information about the Participant and the custodial Account to those employees, vendors and agents who need to know that information to provide products or services to the Account. The Participant's information may also be shared to respond to court orders and legal investigations. The Custodian's information security controls, processes and account access security are considered proprietary information. The Custodian maintains physical, electronic, and procedural safeguards that comply with federal standards to guard the Participant's non-public information.

Access to Account information is provided only to authorized parties after written or verbal requests successfully pass authentication. It is the obligation of the Participant's financial representative ("FR") to promptly report suspected or actual security breach activity. Delayed reporting may limit the Custodian's liability.

3.5 Confirmations Delivery Policy

The Participant agrees to receive confirmations for trades processed by the Custodian in the form of periodic statements which detail trading transactions. The Participant further understands that the Participant may receive a duplicate broker-dealer confirmation or a written notification of a particular mutual fund or other publicly-traded investment transaction at no additional cost.

3.6 Terms and Conditions of Financial Representative (FR)

If the Participant wishes to designate an FR, the designation must be made on a form acceptable to the Custodian. Upon such designation, the named FR will act subject to the following terms and conditions:

- (a) The Participant, and not the Custodian, is responsible for the actions of the FR. The FR is the authorized agent of the Participant and is not an employee or agent of the Custodian. The Participant acknowledges that the Custodian does not require that the Participant appoint an FR, does not recommend the appointment or retention of any specific FR, does not make any representations regarding his compliance with securities laws or registration requirements, and is not affiliated with the FR in any way.
- (b) The FR (which includes the FR's employees and staff) is authorized to provide transaction instructions to the Custodian for the Account and to direct Custodian to perform transactions for the Account.
- (c) The Custodian shall be fully protected in relying on and acting on any notice, instruction, direction or approval received from the FR. The Custodian shall be under no duty to make any investigation or inquiry with respect to any notice, instruction, direction or approval received from the FR, or to investigate or take any action with respect to the FR.

- (d) The Participant may remove the FR by providing written notice to the Custodian on a form acceptable to the Custodian; however, the removal of an FR shall not have the effect of canceling any notice, instruction, direction or approval from that FR received by the Custodian before the Custodian receives written notice of the removal of the FR.
- (e) The Participant may designate a new FR by providing written notice to the Custodian on a form provided by the Custodian; however, the Custodian shall not rely on or act on any notice, instruction, direction or approval from the new FR received by the Custodian before the Custodian receives the written notice of the new designation of the FR.

3.7 Authorized Interested Party

The Participant may designate and/or identify a person ("Authorized Interested Party") who shall be authorized to access Account information, but who shall not be authorized to give investment instructions. Any Individual who is designated as an Authorized Interested Party by the Participant may not be a sponsor of or otherwise affiliated with an investment in the Account. It is the responsibility of the Participant and the Authorized Interested Party to review the assets for the Account to ensure compliance with this provision and to take steps to remove an Authorized Interested Party from the Account in the event of non-compliance.

3.8 Indemnification

This Section applies to the Participant, to the Participant's named beneficiary(ies) and any subsequent beneficiary(ies). All references to the Participant in this Section include the beneficiary(ies) upon the death of the Participant and any subsequent beneficiary(ies).

- (a) The Participant waives and shall hold the Custodian its affiliates (including its subsidiaries), their employees, directors, shareholders, officers, agents and representatives, and any successors or assigns of the foregoing (collectively, the "Indemnified Parties") harmless from any and all actions, proceedings, fines, and claims, including but not limited to, damages, court costs, legal fees and costs of investigation arising (i) as a result of changes in the market value of any Account asset; as a result of any notice, instruction, direction or approval received from a Participant or the FR; (ii) by reason of any exercise or failure to exercise investment direction authority by a Participant or the FR; (iii) by reason of the Custodian's refusal to act in accordance with any exercise of investment direction by a Participant or FR; (iv) as a result of any failure of the FR or asset sponsor to comply with any laws, including registration requirements; (v) by reason of any other act or failure to act by a Participant or by the FR; or (vi) by reason of any prohibited transaction or IRA disqualification occurring as a result of any action taken or not taken by the Custodian in reliance on direction from a Participant or the FR.
- (b) The Participant, and upon the death of the Participant, the beneficiary, agrees to defend, indemnify and hold harmless the Indemnified Parties, from and against any all third party (including governmental) claims (actual or threatened), actions, proceedings, fines and any and all damages, losses, liabilities, costs and expenses, including but not limited to attorneys' fees, court costs and witness fees, that the Indemnified

Parties may be subject to, incur or pay out, based on, as a result of, arising out of or otherwise related in any way to:

- (i) Any act of any Indemnified Party with respect to the applicable Custodial Arrangement or the Account;
- (ii) A breach by Participant, or the FR of these Terms, the applicable Custodial Arrangement, or any representation or warranty, covenant or obligation contained herein or therein;
- (iii) Any claim, suit, action or liability that may be alleged or asserted against an Indemnified Party or the Account in connection with (A) any investment made with Account assets, (B) any disposition of any Account asset, (C) any holding or ownership of any asset of the Account or (D) any act taken by an Indemnified Party pursuant to any direction from the Participant or the FR or for failing to act in the absence of any such direction;
- (iv) The investment of or any transaction involving any Account asset or any claims or allegations relating to any such investment or transaction; or
- (v) Any lawsuit, action, arbitration, formal inquiry or other legal proceeding related to or arising from (A) the custodial services provided under these Terms, or (B) the Participant's participation in a Custodial Arrangement, in each case in which an Indemnified Party is named as a party or nominal party (except for any action in which the Custodian is named as a defendant by the Participant alleging a breach of these Terms by the Custodian).

The Custodian shall have the rights set forth in Section 3.1(a) with respect to any Losses.

3.9 Custodian Duties

The Custodian's duties shall be limited to those expressly stated under the Custodial Arrangement, these Terms, or as imposed by the Code or other applicable law. The Custodian acts in a non-discretionary capacity and has no fiduciary capacity or authority with respect to any matter involving the Account or the Account assets, including but not limited to (1) the appointment and retention of the FR; (2) the selection and retention of Account investments; and (3) the selection of Account assets in order to make distributions from the Account whether in cash or in kind.

The Custodian's "custodial duties" are limited to receiving Participant's funds or investment from Participant or their FR, following Participant's or their Financial Representative's reasonable written instructions and carrying out the ministerial duties set forth in these Terms or the applicable Custodial Arrangement. The Custodian shall be authorized, and shall have the responsibility, only to follow the written instructions of the Participant and/or the Participant's Financial Representative or as expressly provided in the applicable Custodial Arrangement or these Terms.

The Custodian will not act as an investment advisor to a Participant and shall not have any duty to question the Participant's or his authorized agent's directions regarding the purchase, retention or sale of any asset or appointment of agent.

The Custodian shall render no tax, legal investment or other advice (and no statement, communication or other act by the Custodian or any of its employees or agents shall be deemed to constitute

or may be relied upon as any such advice) with respect to any investment or transaction involving the applicable Custodial Arrangement.

The Custodian is entitled to act upon any instrument, certificate, or form the Custodian believes is genuine and believes is executed or presented by the proper person or persons, and unless notified by Participant within the Statement Window, the Custodian need not investigate or inquire as to any statement contained in such document but may accept it as true and accurate.

Participant acknowledges that it is the Participant's duty and responsibility to ensure that any documents relating to any investment are signed, recorded, genuine, legally enforceable and/or sufficient to give rise to a legal interest, including but not limited to title or a security interest. Participant acknowledges that the Custodian shall have no duty or responsibility to take such actions.

3.10 Custodian's Valuation Reporting Policy

Participant has reviewed, acknowledges, understands, and agrees to Custodian's valuation reporting policy, attached hereto as **Exhibit A**.

3.11 Statement Review Period

The Participant will have 30 days of the date of any Account statement to notify the Custodian in writing of any errors or inaccuracies reflected in such statement. If the Custodian does not receive the Participant's written objections within the stated period, the Account statements will be deemed correct and accurate, and the Custodian shall be relieved of all liability for the report, act or procedure reflected on the statement.

3.12 Telephone Trading & Recorded Phone Line Authorization

By signing the IRA Application, the Participant authorizes the Custodian to honor eligible transaction requests it receives by telephone from the Participant or his designated Financial Representative (including employees and staff of the FR).

The Custodian reserves the right not to honor transaction requests by telephone if there are not sufficient funds or shares in the Account, or if the Custodian receives incomplete information to process the requested transaction. The Custodian will not be liable for any loss, expense or cost arising out of any telephone instructions that are processed pursuant to this procedure.

The Custodian has automatic telephone recording equipment on certain telephone lines used by its employees who take or process trading requests and client inquiries. By signing the Account Application, the Participant gives the Custodian consent to record and play back such calls as necessary for business purposes, and he/she acknowledges that recorded phone line conversations are the property of the Custodian. Recorded phone line conversations are the property of the Custodian and will be maintained at the sole discretion of the Custodian.

ARTICLE 4 – MISCELLANEOUS

4.1 Non-Deposit Investments not Insured by the FDIC

The Participant acknowledges that non-deposit investments, such as, but not limited to, stocks, bonds, mutual funds, notes, real property and private placements, of the Account are not insured by the Federal Deposit Insurance Corporation ("FDIC") and are subject to investment risks, including the loss of principal.

4.2 Acceptance by Custodian

In lieu of the Custodian's signature on the applicable Account Application, acceptance and execution of the applicable Custodial Arrangement by the Custodian is evidenced by the Custodian's establishment of a Custodial Account for the Participant.

4.3 Successors

All terms and conditions of these Terms shall be binding on and shall inure to the benefit of the parties hereto and their successors and authorized assigns.

4.4 Conflicting Claims

In the event that conflicting claims arise, or in the reasonable opinion of the Custodian, the Custodian may, in its discretion, cause a court action to be filed with respect to the Account (or portion thereof) in accordance with applicable law and the other provisions of the applicable Custodial Arrangement.

4.5 Controlling Provisions

Any provision of the applicable Custodial Arrangement, the Participant's applicable IRA Application and the terms and conditions applicable to the Account shall be invalid to the extent it is inconsistent, in whole or in part, under any applicable statute or rule of law, including Code Section 408(p), and the regulations issued thereunder. Any additional articles inconsistent with such applicable law will be considered inoperable to the extent of such invalidity, illegality, or unenforceability, and the remainder of these Terms, along with the terms of the applicable Custodial Arrangement will continue in full force and effect.

4.6 Notice & Change of Address

Any notice required hereunder shall be deemed properly given two (2) days after being sent by registered mail, or one (1) day after being sent by commercial overnight courier service to a party at the address for such party listed herein or at such other address as such party so designates in writing. The Participant must notify the Custodian of any change in address in writing. In addition, the Participant must notify the Custodian of any divorce or change in marital status which would have an impact upon the Account.

EXHIBIT A – VALUATION REPORTING POLICY

Each Account statement the Participant receives reflects the reported value of the Account assets, all transactions that have been processed by the Custodian and all fees (if any) that have been charged. The Custodian reports the value of Account assets as accurately as possible using the resources available to it. The Values listed on the Custodian Account statement may differ from values listed on related brokerage account or other asset sponsor statements.

Individual values for securities that have publicly-quoted prices are reported based solely on such quoted prices, which are obtained from a quotation service or other source generally available to the public. The Custodian does not guarantee the accuracy of prices obtained from quotation services or other sources, or the length of availability of such prices.

Values for alternative assets are generally reported at their original offering price to investors. The Custodian classifies alternative assets into two types: equity and debt. Assets that the Custodian has classified as alternative equities include, but are not limited to, non-service priced private partnership or limited liability company interests, private common and preferred stock and private real estate investment trusts.

Assets that the Custodian has classified as alternative debt include, but are not limited to, mortgages/ deeds of trust, corporate and private partnership notes and other private debt offerings. Information regarding whether an alternative asset has been classified as equity or debt is available upon request.

On an annual basis (or more frequently if requested), the Custodian requests updated valuation information from such persons as asset sponsors, general partners or managing members of private partnership or limited liability company interests, officers of private corporations and sponsors of other assets it has classified as alternative equities. The Custodian will normally adjust the reported value of an alternative equity asset if the general partner, officer or sponsor provides the Custodian with an updated value. If it does not receive an updated value from the general partner, officer or sponsor, the Custodian may require that the Participant obtain and provide to the Custodian an updated value from the asset sponsor, or provide an independent appraisal for their asset. If the Participant fails to provide this information, the Custodian may, at its discretion, retain a third-party to obtain a value and charge the Participant for such costs, or require the Participant to remove the asset from their Account by transfer or distribution. If the Participant does not remove the asset from the Account as directed, the Custodian may distribute the asset to the Participant at the last reported value or resign and distribute the entire Account to the Participant. Participants who hold real estate in their Account must provide an annual valuation to satisfy IRS reporting requirements. If the Participant fails to provide this information, the Custodian may attempt to obtain a value from an independent third party and charge a fee to the Account. If the Participant does not remove the asset from the Account as directed, the Custodian may distribute the asset to the Participant at the last reported value or resign and distribute the entire Account to the Participant. The Custodian does not request updated valuation (or outstanding loan balance) information for assets it has classified as alternative debt. However, the Custodian will normally adjust the reported value (or outstanding loan balance) of an alternative debt asset if it receives updated valuation (or outstanding loan balance) information from the Servicing Agent or from the alternative debt asset sponsor. For alternative debt assets that, according to the Custodian's records have passed their maturity date, the Custodian may require the asset sponsor, Servicing Agent or Participant to provide information to show the current status of the asset. If the Custodian does not receive this information when requested, the Custodian may, at its discretion, retain a third-party to obtain a value and charge the Participant for such costs, or distribute the asset to the Participant at the last reported value or

resign and distribute the entire Account to the Participant. The Custodian does not conduct appraisals of assets and does not seek to verify the prices or values provided to it. The reported value of any asset may differ materially from its actual value. The Custodian does not guarantee the accuracy of reported values or whether the Participant will be able to obtain the reported value in the event of a sale, redemption or surrender.

Values reported as zero "0.00" indicate that either: (i) the Custodian has become aware of an event that has occurred making the previous valuation doubtful, such as a bankruptcy filing or appointment of receiver, (ii) the Custodian has received information from the asset sponsor, or an independent appraisal from a third party to indicate that the asset has no value, or (iii) a security generally has a publicly-quoted price, but the Custodian has received a "no-bid" indication from a third party quotation service. Valuation information or other information provided or reported by the Custodian should not be used as a basis for making, retaining or disposing of an asset. Please refer to reports (or other information) provided by brokers, general partners, corporate officers or other asset sponsors (or contact these sources directly) with regard to the current operation and status of any chosen asset(s). The frequency with which the Custodian updates prices depends upon the asset type and the frequency with which asset sponsors provide updated valuation information. This means that a price might be updated monthly, quarterly, semiannually, annually or on the specific date the updated valuation information was received. This may also mean that, while the number of shares or other information regarding an asset has been updated, the price may not have been updated.

Note: Mutual funds and other assets sometimes pay dividends or distribute income on or shortly before quarter-end. Such transactions generally will not be reflected on the Account Statement until the quarter in which the Custodian receives payment or confirmation from the asset sponsor verifying the transaction and share position. Please keep this in mind when reviewing the Participant security positions and Account value.

A total value for all your assets (by category) is listed in the "Portfolio Holdings" portion of your statement. Your Account Statement (and the reported values therein) should not be used as the basis for making, retaining or disposing of an asset.

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NON-DEPOSIT INVESTMENT PRODUCTS ARE NOT INSURED BY THE FDIC; ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, THE BANK OR ANY OF ITS DIVISIONS; AND ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.



Privacy Notice for California Residents

This PRIVACY NOTICE FOR CALIFORNIA RESIDENTS is provided by Columbia Banking System, Inc. and its subsidiaries and affiliates (collectively, “Columbia”, “we”, “us”, or “our”), to provide additional information about our processing of personal information subject to the California Consumer Privacy Act (“CCPA”). Except as otherwise specified, “residents” or “you” when used throughout this notice refers to any individual residing in California, including those acting as a job applicant, employee, independent contractor, owner, director, or officer of Columbia and those we interact with in our business-to-business relationships.

This notice explains how we collect, use, disclose, and otherwise process information that relates to you (“personal information”). If you have a disability that prevents or limits your ability to access this notice, please contact us at 1-833-427-5227 (employees and job applicants, contact Human Resources); we will work with you to provide this notice in an alternative format.

YOUR RIGHTS

Subject to certain limitations, California residents have the following rights regarding their personal information:

- the right to know what personal information we have collected about you, including the categories of personal information, the categories of sources from which the personal information is collected, the business or commercial purpose for collecting, selling, or sharing personal information (as may be applicable), the categories of third parties to whom we disclose personal information, and the specific pieces of personal information we have collected about you.
- the right to request deletion of your personal information that we collected.
- the right to request the correction of your inaccurate personal information we may maintain.
- the right to request that we limit the use and/or disclosure of your sensitive personal information, except for the purposes that you would reasonably expect are necessary to provide our services and products, and as otherwise authorized by law. We only use sensitive personal information for these purposes. Because our use and disclosure of sensitive personal information is already limited in accordance with applicable law, you do not need to take any further action to limit the disclosure or use of your sensitive personal information. Please note that we do not collect or use your sensitive personal information for the purpose of inferring characteristics about you.
- the right not to be discriminated against for exercising any of these rights.
- the right to opt out of the “Selling” or “Sharing” of your personal information. We, our service providers, and third parties engaged on our behalf may use cookies, pixel tags, or similar tracking technologies (collectively, “Collection Technologies”) to gather personal information when you use, access, or otherwise interact with our websites, mobile applications, or other digital properties. While we do not disclose your personal information

in exchange for money, our use of these collection technologies may be considered a “Sale” or “Sharing” under California law. As noted above, California residents have the right to opt out of such selling/sharing activity. For more information about our use of collection technologies, please visit our [Digital and Mobile Privacy Notice](#).

PERSONAL INFORMATION WE COLLECT

We may have collected your personal information in the preceding 12 months. The California Consumer Privacy Act (CCPA), however, does not apply to certain information, such as information subject to the Gramm-Leach-Bliley Act (“GLBA”). The personal information we may have collected depends on our relationship to you. Please see below for examples of types that may have been collected:

Category of personal information	Representative data elements	Do we collect?
Identifiers	<ul style="list-style-type: none"> ✓ Real name ✓ Postal address ✓ Unique identifier or unique personal identifier ✓ Social Security number ✓ Passport number ✓ Driver’s license number ✓ Telephone number ✓ Email address 	Yes
Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	<ul style="list-style-type: none"> ✓ Name ✓ Signature ✓ Physical characteristics or description ✓ State or government issued identification card number ✓ Insurance policy number ✓ Employment information and history ✓ Bank account number ✓ Credit or debit card number ✓ Other financial information ✓ Medical information ✓ Health insurance information 	Yes
Protected classification characteristics under California or federal law	<ul style="list-style-type: none"> ✓ Date of birth/age ✓ Gender, including gender identity ✓ Military or veteran status ✓ Marital status ✓ Request for leave for employee(s) ✓ Request for pregnancy leave ✓ Request for family care leave ✓ Race/color ✓ Ethnicity or national origin or ancestry 	Yes

Category of personal information	Representative data elements	Do we collect?
	<ul style="list-style-type: none"> ✓ Religion ✓ Sexual orientation ✓ Disability 	
Commercial information	<ul style="list-style-type: none"> ✓ Records of personal property ✓ Products or services purchased, obtained, or considered ✓ Other purchasing or consuming histories or tendencies 	Yes
Biometric information	<ul style="list-style-type: none"> ✓ Fingerprints ✓ Faceprints or face imagery ✓ Voiceprints and/or voice recordings that can be extracted ✓ Physiological characteristics ✓ Biological characteristics ✓ Behavioral characteristics ✓ Identifiable sleep, health and exercise data ✓ Activity patterns 	Yes
Internet or other similar network activity	<ul style="list-style-type: none"> ✓ Browsing history ✓ Search history ✓ Information regarding interaction with a website, application, or advertisement 	Yes
Device information <i>Note: Some information included in this category may overlap with other categories.</i>	<ul style="list-style-type: none"> ✓ Device identifier or identifying information, characteristics, or settings about the device you use to access our online services ✓ IP address ✓ Information in cookies, pixel tags, or from other collection technologies ✓ Mobile ad identifiers ✓ Mobile device information (with permission, such as location, contacts, camera) 	Yes
Geolocation data	<ul style="list-style-type: none"> ✓ Physical location ✓ Movements ✓ Precise geolocation 	Yes
Sensory data	<ul style="list-style-type: none"> ✓ Audio ✓ Visual ✓ Electronic <p>For example, in the employment context, this may include:</p> <ul style="list-style-type: none"> ✓ Information captured from video, audio, monitoring, or surveillance systems 	Yes

Category of personal information	Representative data elements	Do we collect?
	<ul style="list-style-type: none"> ✓ Employee photographs <p><i>Note: These data types are typically collected during phone and in-person interactions for security and training purposes.</i></p>	
<p>Professional or employment related information</p> <p><i>Note: Some information included in this category may overlap with other categories and may apply to all employees and their dependents, beneficiaries, and emergency contacts.</i></p>	<ul style="list-style-type: none"> ✓ Current and past job history or performance evaluation <p>For example, in the employment context, this may include:</p> <ul style="list-style-type: none"> ✓ Personnel records, including salary/wage information, occupation, and disciplinary notices and actions ✓ Job application and resume ✓ Employment contracts or independent contractor agreements ✓ Information from background checks ✓ Employment offer detail ✓ Other information you provide during screening and recruitment ✓ Records of involvement in company-sponsored events or community involvement as an employee 	Yes
<p>Non-public education information (per the Family Educational Rights and Privacy Act)</p>	<ul style="list-style-type: none"> ✓ Education records, such as enrollment, grades, transcripts, and student schedules ✓ Student financial information, including tuition costs and reimbursement 	Yes
<p>Inferences drawn from other personal information</p>	<ul style="list-style-type: none"> ✓ Inferences based on information about an individual to create a summary about, for example, an individual's preferences and characteristics <p><i>Note: Inferences are not performed based on any sensitive personal information collected, as defined below.</i></p>	Yes
<p>Sensitive Personal Information</p> <p><i>Note: Some information included in this category may overlap with other categories.</i></p>	<ul style="list-style-type: none"> ✓ Government identifiers (Social Security, driver's license, state identification card, or passport number) ✓ Complete account access credentials (usernames, account numbers or card numbers, combined with any security or access code, password, or credential required for allowing access to an account) ✓ Precise geolocation 	Yes

Category of personal information	Representative data elements	Do we collect?
	<ul style="list-style-type: none"> ✓ Racial or ethnic origin, religious or philosophical beliefs, or union membership ✓ Biometric information when used for the purpose of uniquely identifying a consumer ✓ Personal information collected and analyzed concerning your health, including from employees' certain medical conditions. For example, in the employment context, this may include: <ul style="list-style-type: none"> ✓ Employee benefit plan information, including dependents and beneficiaries ✓ Emergency contact information ✓ Employee leave information related to benefits (vacation), family and medical leave, or other disability leave ✓ Personal information collected and analyzed concerning your sex life or sexual orientation 	

SOURCES OF PERSONAL INFORMATION

We obtain the categories of personal information listed above from the following sources:

- Directly from you – For example, from documents that you provide us related to the product(s) or service(s) for which you engage or use us or purchase from us, including when you apply for employment or during the course of your employment.
- Indirectly from you – For example, through information we collect from you while providing business services or interactions, including human resource services.
- Directly and indirectly from activity on our websites (e.g., columbiabank.com and finpac.com) – For example, from submissions through our website portal or website usage details collected automatically through our use of Collection Technologies.
- From third parties, outside companies, or organizations that interact with us in connection with the services we perform and products we provide or other business relationships – For example, we may collect employment related information from credit bureaus, former employers, schools, or references to process and evaluate applications for positions with us or for other administrative purposes.

PURPOSES FOR COLLECTION AND USE OF PERSONAL INFORMATION

The purposes for which we collect and use each category of personal information and sensitive personal information depend on, among other things, our relationship or interaction with specific California residents. We may use the personal information we collect for the following business or commercial purposes:

Purpose for collection and use	Example
Provide and manage products and services	<ul style="list-style-type: none"> ✓ Establish your account(s) and/or preferences, process transactions for our products and services including checking accounts, credit cards, loans, investment accounts, as well as additional products for businesses such as commercial financing and payment services. ✓ Support the ongoing management and maintenance of our products and services including to provide account statements, online banking access, online services, customer service, payments and collections, and account notifications. ✓ To respond to your inquiries and fulfill your requests. ✓ To provide important information regarding the products or services for which you apply or may be interested in applying for, or in which you are already enrolled, changes to terms, conditions, and policies and/or other administrative information. ✓ To allow you to apply for products or services (for example, to prequalify for a mortgage, apply for a credit card, or to open an account) and evaluate your eligibility for such products or services.
Provide and manage human resource services for hiring and performance	<ul style="list-style-type: none"> ✓ Talent planning and recruitment. ✓ Hiring practices, such as processing applications, pre-employment screening, onboarding, employment agreements and establishing your employee account(s) and/or preferences. ✓ Support employee training, education, and development. ✓ Employee performance management.
Support employment benefits administration	<ul style="list-style-type: none"> ✓ Provide benefits to employees, dependents, and beneficiaries, including healthcare or medical, retirement, insurance, and other benefit plans. ✓ Support benefit claims processing.
Support our everyday human resource operations, including to meet risk, legal, and compliance requirements	<ul style="list-style-type: none"> ✓ Manage pay and compensation activities. ✓ Administer employee performance management and corrective actions. ✓ Perform accounting, monitoring, and reporting. ✓ Comply with policies, procedures, and contractual obligations, including compliance requirements such as reporting. ✓ Enable information security and anti-fraud operations and verify your identity. ✓ Support audit and investigations, complete legal requests and demands, as well as exercise and defend legal claims.

Purpose for collection and use	Example
Support our everyday operations, including to meet risk, legal, and compliance requirements	<ul style="list-style-type: none"> ✓ Enable the use of service providers, third parties and contractors for business purposes. ✓ Perform accounting, monitoring, and reporting. ✓ Enable information security and anti-fraud operations, verify your identity, as well as credit, underwriting, and due diligence. ✓ Support audit and investigations, legal requests and demands, as well as exercise and defend legal claims. ✓ Enable the use of service providers for business purposes. ✓ Manage our business relationships. ✓ Comply with policies, procedures, and contractual obligations. ✓ Verify or enforce our terms of use or other applicable policies. ✓ For purposes of compliance, fraud prevention, technical support, and safety, including emergency response and protecting the security of account and personal information. ✓ Collect information through our social media pages and other online interactions with you to assist in verifying your identity and account status. We may combine this online information with information collected from offline sources or information we already have. ✓ Defend or protect us, you, our client, or third parties, from harm or in legal proceedings. ✓ Respond to court orders, lawsuits, subpoenas, and government requests.
Manage, improve, and develop our business	<ul style="list-style-type: none"> ✓ Personalize, develop, as well as improve our products and human resource services. ✓ Support customer relationship management. ✓ To personalize your experience on our websites and enhance websites. ✓ To allow you to participate in surveys and other forms of market research, sweepstakes, contests, and similar promotions and to administer these activities. Some of these activities have additional rules, which may contain additional information about how Personal Information is used and shared. ✓ Conduct research and analysis, including to drive innovation in recruiting, retention, and employee management. ✓ Support employee relationship management.

Purpose for collection and use	Example
Research and Analytical Purposes	<ul style="list-style-type: none"> ✓ Understand how you use our websites, mobile applications, and other digital properties (collectively, the “Sites”). ✓ The methods and devices you use to access our Sites. ✓ Make improvements to our Sites. ✓ Conduct research and analysis, identify usage trends, determine effectiveness of promotional campaigns, and to drive product and services innovation.
Marketing and Advertising Purposes	<ul style="list-style-type: none"> ✓ Send you marketing and advertising communications about our products and services, tailored to your interests or more general in nature.
Provide and manage digital and mobile products and services	<ul style="list-style-type: none"> ✓ Information stored on your device, such as location, camera, contacts, or other features you are enrolled in to enrich and simplify your own user experience and improve our services, as well as provide additional security to protect your account.

Please note:

- We only use and disclose sensitive personal information to third parties, service providers, and contractors for the business purposes outlined in this notice and have ensured the purposes are what you would reasonably expect are necessary to provide our products and services, including to provide those individuals acting in the employment context with human resource services. We do not collect or use your sensitive personal information for the purpose of inferring characteristics about you.
- We may also use data that we collect on an aggregate or anonymous basis (such that it does not identify any individual customers) for various business purposes, where permissible under applicable laws and regulations.

RETENTION OF PERSONAL INFORMATION

We retain your personal information, including sensitive personal information, for the period necessary to fulfill the purposes outlined in this Privacy Notice unless a longer retention period is required or permitted by law. Please note that in many situations we must retain all, or a portion, of your personal information to comply with our legal obligations, resolve disputes, enforce our agreements, to protect against fraudulent, deceptive, or illegal activity, or for another one of our business purposes.

INFORMATION DISCLOSURE

The information below lists the categories of recipients to whom we may disclose personal information for our business or commercial purposes:

Affiliates. We may disclose your personal information with our subsidiaries and affiliates for purposes consistent with this Privacy Notice. This includes affiliated websites and businesses to bring you improved service across our family of products and services, when permissible under relevant laws and regulations; we do not disclose information about your credit worthiness to affiliates.

Service Providers and Contractors. We may disclose personal information with third-party service providers and contractors subject to appropriate confidentiality and use restrictions, as part of providing products and services, completing transactions, supporting everyday operations or business management and development. This includes disclosing personal information to support human resource activities and workforce management, such as employee training and development, recruiting, employment eligibility, onboarding, compensation analysis, payroll, and other transactions involving employees and to employee benefits service providers including companies who provide healthcare, retirement, insurance or other benefits plans.

Advertising or Analytics Providers. As mentioned above, we may use personal information in support of our: (1) advertising and marketing efforts, including to serve interest-based advertisements across the Internet; and track and categorize your activity, interests and device(s) used over time on our websites and applications, and on third-party websites and mobile applications; and (2) research and analytics efforts, including to better understand your use of our websites and applications to improve those technologies and optimize your experience and interactions. To do this, we may disclose your information with certain third-party advertising or analytics providers (collectively, “Analytics and Advertising Providers”) through our use of Collection Technologies. These Analytics and Advertising Providers may use Collection Technologies on our digital properties to collect and store information about you and your use of our websites, applications, and other digital properties.

Representatives of California Residents. We may disclose personal information with companies or individuals that represent California residents, such as accountants, financial advisors, or individuals with power of attorney.

For Routine or Required Reporting. We may disclose personal information for routine or required reporting, including to consumer reporting agencies or other third parties.

Professional Advisors. We may disclose your personal information to professional advisors, such as lawyers, auditors, and insurers, where necessary in the course of the professional services that they render to us.

Business Partners. We may disclose personal information to our business partners, such as those companies with which we offer co-branded services, products, or programs.

For Risk, Legal, and Compliance. We may disclose your personal information to third parties, including regulators, government agencies, and law enforcement, for the risk, legal, and compliance purposes described in the section above.

Business Transfers. We may transfer or disclose some or all of our business or assets, including your personal information, in connection with a business transaction (or potential business transaction) such as a corporate divestiture, merger, consolidation, acquisition, reorganization or sale of assets, or in the event of bankruptcy or dissolution.

Your Consent or Instruction. We may disclose your personal information in situations where we have your consent or instruction to do so.

The table below identifies: (1) the categories of personal information we may have disclosed in the preceding 12 months for our business or commercial purposes; and (2) the categories of recipients, including third parties, to whom we have disclosed such information. Please note, the table below contains shorter descriptions of the recipients. The full descriptions are described above within the “Information Disclosure” section. We may also disclose any of the categories of personal information

listed below: (1) for risk, legal, or compliance purposes; (2) to our Professional Advisors; (3) because of a business transfer (or potential business transfer); or (4) based on your consent or instruction.

Category of personal information or (*)Sensitive Personal Information	Category of recipients to whom we disclose personal information
Identifiers	<ul style="list-style-type: none"> • Affiliates, Service Providers and Contractors • Representatives of California Residents, Professional Advisors, Business Partners • In connection with performing routine or required reporting • For Risk, Legal, and Compliance
Personal information categories listed in the California Customer Records statute (Cal. Civ. Code §1798.80(e))	<ul style="list-style-type: none"> • Service Providers and Contractors • Representatives of California Residents, Professional Advisors, Business Partners • In connection with performing routine or required reporting • For Risk, Legal, and Compliance
Protected classification characteristics under California or federal law	<ul style="list-style-type: none"> • Service Providers and Contractors • Representatives of California Residents, Professional Advisors, Business Partners • In connection with performing routine or required reporting • For Risk, Legal, and Compliance
Commercial information	<ul style="list-style-type: none"> • Service Providers and Contractors • Representatives of California residents, Professional Advisors, Business Partners • In connection with performing routine or required reporting • For Risk, Legal, and Compliance
Biometric information	<ul style="list-style-type: none"> • Service Providers and Contractors
Internet or other similar network activity	<ul style="list-style-type: none"> • Service Providers and Contractors • Advertising or Analytics Providers • For Risk, Legal, and Compliance
Device information	<ul style="list-style-type: none"> • Advertising or Analytics Providers
Geolocation data	<ul style="list-style-type: none"> • Service Providers and Contractors
Sensory data	<ul style="list-style-type: none"> • Service Providers and Contractors
Professional or employment related information	<ul style="list-style-type: none"> • Service Providers and Contractors • Representatives of California Residents • For Risk, Legal, and Compliance

Category of personal information or (*)Sensitive Personal Information	Category of recipients to whom we disclose personal information
Non-public education information (per the Family Educational Rights and Privacy Act)	<ul style="list-style-type: none"> • Service Providers and Contractors
Inferences drawn from other personal information	<ul style="list-style-type: none"> • Service Providers and Contractors
<p>(*Sensitive category)</p> <p>Government identifiers (Social Security, driver's license, state identification card, or passport number)</p> <p>Complete account access credentials (usernames, account numbers or card numbers, combined with any security or access code, password, or credential required for allowing access to an account)</p> <p>Precise geolocation</p> <p>Racial or ethnic origin, religious or philosophical beliefs, or union membership</p> <p>Biometric information when used for the purpose of uniquely identifying a consumer</p> <p>Personal information collected and analyzed concerning your health</p> <p>Personal information collected and analyzed concerning your sex life or sexual orientation</p> <p><i>Note: Some information included in this category may overlap with other categories.</i></p>	<ul style="list-style-type: none"> • Service Providers and Contractors • Representatives of California Residents, Professional Advisors, Business Partners • In connection with performing routine or required reporting • For Risk, Legal, and Compliance

Please note:

- We only use and disclose sensitive personal information to third parties, service providers, and contractors for the business purposes outlined in this notice. The business purposes are what you would reasonably expect are necessary to provide our products and services, including providing those individuals acting in the employment context with human resource services. We do not collect or use your sensitive personal information for the purpose of inferring characteristics about you.

- We may disclose anonymous or aggregated information with third parties to help deliver products, services, and content that are tailored to the users of our online services and for other purposes.
- The categories of personal information we may sell or share through Collection Technologies include internet or other similar network activity, Device Information and Unique identifiers. The business purposes for selling or sharing are:
 - To support our everyday operations, including to meet risk, legal, and compliance requirements
 - To manage, improve, and develop our business
 - Research and Analytical Purposes
 - Marketing and Advertising Purposes
 - To provide and manage digital and mobile products and services

EXERCISING YOUR RIGHTS

To exercise your rights to access, deletion, and correction, please submit a verifiable consumer request to us by either:

- Calling us at 1-833-427-5227
- Visiting our [website](#)

Once a request to access, delete, or correct has been submitted, we will attempt to verify that you are the individual to whom the request applies. We do that by taking the identifying information you provide (e.g., name, email address, account-related information) and using a combination of the information we have on file and our identity verification engine. We attempt to match a minimum of three of the data points you submitted. If we are unable to verify the request with the materials you provided, we may reach out to you for additional information.

Only you or a person authorized to act on your behalf may make a valid consumer request related to your personal information. An authorized agent may submit a request by calling us at 1-833-427-5227 or visiting our [website](#). You may also make a verifiable consumer request on behalf of your minor child.

You may only submit a verifiable consumer request twice within a 12-month period. The verifiable request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative; and,
- Describe your request with enough detail that allows us to properly understand, evaluate, and respond to it.

Additional information regarding your right to correct inaccurate information: You may be able to review or update certain account information by logging in and accessing your online account(s). If you cannot change the incorrect information online, or you prefer to request changes offline, please use the [Contact Us](#) option on our site, call or write to us using the contact information listed on your account statements, records, or other account materials, or submit a verifiable consumer request to us on our [website](#). You can also speak to one of our branch representatives, your financial advisor, or your digital banking representative.

You can exercise your right to opt out of the “sale” or “sharing” of your personal information by either:

- **Modifying Your Cookie Preferences:** When you first visit our website, you will be presented with a banner which offers you a choice about whether to accept or reject our use of cookies and similar tracking technologies, the use of which may constitute a “sale” or “share” of personal information under applicable law. If you wish to amend your choices, you can by clicking the “Manage my cookie preferences” link near the bottom of the [Columbia Bank homepage](#). Please note that your request to opt out of sale/sharing will be linked to your browser identifier only. If you use a different computer or Internet browser to access our sites, you will need to renew your cookie management choices.
- **Global Privacy Control:** You may exercise your opt-out right by broadcasting an opt-out preference signal, such as the [Global Privacy Control](#), on the browsers and/or browser extensions that support such a signal. Please note that your request to opt out of sale/sharing will be linked to your browser identifier only. If you use a different computer or Internet browser to access our sites, you will need to renew your opt-out request.

For more information on how we use Collection Technologies, please visit our [Digital and Mobile Privacy Notice](#).

We do not knowingly sell or share the personal information of consumers under 16 years of age.

For Financial Pacific Leasing customers residing in California: If you wish to opt out of our affiliate sharing, please email privacy@finpac.com or call us at 1-833-427-5227. Please provide your name, email, phone number, and/or mailing address to which you wish to not receive marketing communications.

REQUEST RESPONSES

Privacy and data protection laws, other than the CCPA, apply to much of the personal information that we collect, use, and disclose. When these laws apply, personal information may be exempt from, or outside the scope of, the CCPA, including with respect to access and deletion requests. As a result, in some instances, we may decline all or part of an access request or deletion request related to this personal information.

LINKING TO THIRD-PARTY WEBSITES

Columbia Banking System, Inc. may provide links to websites that are owned or operated by other companies ("third-party websites"). When you use a link online to visit a third-party website, you will be subject to that website's privacy and security practices, which may differ from ours. You should familiarize yourself with the privacy policy, terms of use, and security practices of the linked third-party website before providing any information on that website.

CHILDREN'S ONLINE PRIVACY PROTECTION ACT (COPPA)

The Federal Trade Commission adopted a regulation (16 CFR 312) to implement the Children's Online Privacy Protection Act (COPPA), which governs the collection and use and/or disclosure of personal information from and about children on the internet.

We do not operate a website or online service directed to children that collects or maintains personal information about children under the age of 13 or operate a general audience website or online service and knowingly collect or maintain personal information online from a child under the age of 13.

For more information about the Children’s Online Privacy Protection Act (COPPA), visit the FTC website: ftc.gov

SECURITY

We use physical, electronic, and procedural safeguards that comply with federal standards to protect and limit access to personal information. This includes device safeguards and secured files and buildings.

Please note that information you send to us electronically may not be secure when it is transmitted to us. We recommend that you do not use unsecure channels to communicate sensitive or confidential information (such as your SSN) to us.

CHANGES TO OUR PRIVACY NOTICE

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by appropriate means, such as email, through a notice on our website homepage, or by posting a revised policy on this page with a new “Last Updated” date. If no ad-hoc changes are warranted, this privacy notice will be reviewed annually.

CONTACT INFORMATION

If you have any questions or comments about this notice, our [Privacy Statement](#), [Digital and Mobile Privacy Notice](#), the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights, please contact us at:

Phone: 1-833-427-5227

Website: columbiabank.com/privacy

FACTS

WHAT DOES COLUMBIA BANKING SYSTEM DO WITH YOUR PERSONAL INFORMATION?



Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • Account balances and payment history • Credit history and credit score <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Columbia Banking System chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Columbia Banking System share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions?	Call 1-833-427-5227 or go to columbiabank.com/privacy
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Who we are

Who is providing this notice?

Columbia Banking System, Inc., parent company of Columbia Bank and their family of companies, including Financial Pacific Leasing, Inc.

What we do

How does Columbia Banking System protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

Additionally, we assess current risks to design specific safeguards that protect customer information and have processes in place to deal with information security incidents if they occur.

How does Columbia Banking System collect my personal information?

We collect your personal information, for example, when you:

- Open an account or make deposits or withdrawals from your accounts
- Direct us to buy or sell your securities
- Provide your employment history or employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- Sharing for affiliates' everyday business purposes—information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include Columbia Bank and Financial Pacific Leasing.*

Non-affiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Columbia Banking System does not share with non-affiliates so they can market to you.*

Joint marketing

A formal agreement between non-affiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include such companies as credit card providers.*

Other important information

You may have other privacy protections under applicable state laws. To the extent a state law applies, we will comply when we share information about you, and in some cases you may limit information we share.

California Residents: For further details concerning your privacy rights, please see our Privacy Notice for California Residents: columbiabank.com/privacy/privacy-notice-for-california-residents/

Nevada Residents: Pursuant to Nevada law, we are providing this notice, which applies to accounts with Nevada mailing addresses, to inform you that you may elect to be placed on our internal "do not call" list. If you would like to be placed on the list, please let us know by simply calling us at 1-833-427-5227. You may also contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Avenue, Suite 3900, Las Vegas, Nevada 89101; telephone: 1-702-486-3132; email: bcpinfo@ag.state.nv.us.

Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to non-affiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Columbia Private Trust Fee Schedule

EFFECTIVE SEPTEMBER 1, 2025

ADMINISTRATION FEE (Based on Total Asset Value)

First \$1,000,000	0.30%
Next \$4,000,000	0.15%
Balance Over \$5,000,000	0.10%

Minimum Annual Fee \$750

Minimum Cash Balance Requirement

Accounts Holding Real Estate	\$5,000
All Other Accounts	\$1,000

OTHER CHARGES

Account Closure \$225 + asset reregistration

Account Statements

eStatements	Free
Paper statements	\$10 / quarter

Asset Processing Service¹

All assets, including incoming transfer or rollover \$175

Asset Reregistration

Alternative \$75 / asset registration
+ third-party direct costs

Cash Balance Requirement Fee \$75 / quarter

Waived with an average daily cash balance of \$1,000 in your uninvested cash, or \$5,000 if your account holds real property.

Contribution Recharacterization Fee \$150

Disbursement of Funds

ACH	No Charge
Check Service ²	\$15 / issue
Stop Payments	\$35 / instance
Wire Service	\$35 / issue

Distributions

Online Distributions	No Charge
Written/Telephone Distributions	\$20

Overnight Delivery \$35 / instance

Research/Special Services \$100 / hour

(Per asset, with minimum of one hour)

Returned Funds (Check & ACH) \$35

Roth Conversion Fee \$150

Tax Service Fee \$50/year

Third-Party Asset/Property Valuation Fee³ Fee will vary based on asset/property type and/or property location.

¹ **Asset Processing Service**—Purchases, liquidations, exchanges and cash movement between brokerage and managed accounts. This also includes the addition of Alternative Assets to accounts by transfer or rollover.

² **Cashier Check Service** not available.

³ **Third-Party Asset/Property Valuation Fee** will be assessed if client elects to have Columbia Private Trust obtain asset/property value, or if they fail to provide annual value in timely manner.

DISCLOSURES

Fees; Expenses; Account Value Minimum Requirement

We may charge reasonable fees and are entitled to reimbursement for any expenses we incur in establishing and maintaining your Account. We may change the fees at any time by providing you with notice of such changes. We may deduct fees directly from your Account assets or bill you separately. The payment of fees has no effect on your contributions. Additionally, we have the right to liquidate your Account assets to pay such fees and expenses. If you do not direct us on the liquidation, we will liquidate the assets of our choice and will not be responsible for any losses or claims that may arise out of the liquidation.

Accounts requesting a distribution or transfer must retain a minimum cash value as stated in the applicable Custodial Arrangement Fee Schedule, or in an asset the Custodian deems liquid in addition to the total amount due for invoiced fees. If the Participant's distribution/transfer request would leave the Account with less than the required balance, the Account may be automatically closed and the Account Closure fee will apply.

Fee Billing & Collection

The Account is only eligible to earn interest if it is open as of the interest crediting date, and any interest that may accrue during a month that an Account is closed prior to the interest crediting date will be paid to the Custodian as an additional fee.

The Custodian reserves the right to effect changes to its Fee Schedule, upon 30 days prior written notice to the Participant. Fees and expenses will continue to accrue and be payable even if the Account contains no assets from which the Custodian can collect amounts owed by the Participant. If Participant elects to pay fees and expenses from cash in the Account and there is insufficient cash to cover fees assessed, the Account will go into overdraft status and a liability will be reflected until fees and expenses are brought current.

The Custodian may charge the Participant, and/or the Account, and shall be reimbursed by the Participant or the Account, for any reasonable expense incurred by the Custodian in connection with any Account services or activities that the Custodian determines are necessary or advisable, or which are expressly directed by the Participant, and which are not included in the services provided by the Custodian for its normal fees. The Custodian will only pay expenses relating to the external administration of a specific investment held in the Account, such as property tax or association fees, from cash available in the Account and will not advance such expenses on behalf of the Participant if cash is unavailable. If the fees or expenses of the Custodian are not timely paid using the method specified by the Participant in accordance with procedures established by the Custodian (which may include deducting cash from the Account, invoicing to and payment by the Participant, or by any other acceptable payment method that may be offered by the Custodian in the future (the "Specified Collection Method"), the Custodian may use any other available means to receive payment for such fees or expenses, including by using available cash in the Account. If the Custodian has to use other available means to satisfy the fee balance, this may delay the transaction including, Account termination requests, and may result in adverse tax consequences.

If any custodial fees or expenses remain outstanding for more than 30 days, and there is insufficient cash in the Account to pay such fees or expenses, the Custodian may attempt to satisfy any such unpaid fees or expenses by liquidating investments in the Account as the Custodian determines in its sole discretion, as necessary to satisfy the balance of the outstanding fees and expenses plus an amount equal up to one year's estimated custodial fees, as well as any other costs associated with such liquidation, including but not limited to all expenses charged by asset sponsors and the fees set forth on the Fee Schedule. The prior quarter's fees, plus applicable annual custodial fees, shall be used as a basis for the estimation of the one year custodial fees.

The Custodian may employ a collection agency to recover all unpaid fees and expenses. The Participant and the Account shall be liable for the Custodian's expenses with respect to collection of overdue unpaid fees and expenses subject to the same terms and conditions as applicable to other fees and expenses set forth herein and in the Custodial Agreement.

The Participant hereby relieves the Custodian of any liability, including but not limited to claims for costs, taxes, penalties, and extra fees resulting from the failure of the Participant to pay or cause to be paid any assessed fees or expenses in a timely manner and from any consequent actions taken by the Custodian. The Participant understands and agrees he or she is responsible for reporting any inaccuracy of all assessed Account fees and expenses and must report any inaccuracies within 45 days of the fees being collected (or attempted collection).

Debit/credit card charges should not be disputed directly with the card issuer. Doing so may result in a charge back to the Custodian, which will in turn result in an immediate debit to the uninvested cash in the Account of an equal amount that was charged to the Custodian. Should the uninvested cash in the Account be insufficient to cover the amount, the outstanding balance will be assessed to the Account and the Participant will be notified. Satisfaction of the assessed fee amount will be subject to the terms of this Billing and Fee Collection section.

Accounts holding \$200 or less in cash, and no other assets, may be closed, and the cash balance will be paid to the Custodian as an Account Termination Fee as set forth in the Fee Schedule.

Certain fees set forth on the Fee Schedule may continue to apply after notification to a Participant of their Account closure. Examples of such fees may include, but are not limited to: research/special services fees (including trailing dividends and other payments to the Account post-closure), check/wire fees, requests for copies of records, and other miscellaneous fees that are attributable to work performed by the Custodian related to the Account, but performed after the Account has closed. Any fees that remain unpaid after the Account is closed will be subject to collections and payment according to the terms outlined herein.

Additional Disclosures

The Quarterly Administration fee is billed quarterly in arrears, based on Total Account Value (TAV).

After Account establishment, most charges associated with transactions, Account administration and "other charges" will be calculated and assessed at the end of each quarter, and fees are immediately collected, per the Specified Collection Method, if available, and as otherwise specified herein. Manual or telephone distribution charges will be assessed and collected at time of the transaction or activity.

Fees for non-recourse loans will be assessed on the asset only. The loan will not be included for the purpose of determining fees.

Fees will continue to accrue and be payable as long as the Account is open, even if the Account contains no assets from which the Custodian can collect amounts owed by the Participant.

Unfunded Accounts and Accounts with a zero value continue to incur administrative fees until the Account is closed either by the Participant or by the Custodian upon resignation.

Accounts holding cash equal to the Full Account Closure cost fee (specified on the Fee Schedule) or less and no other assets may be closed at the Custodian's sole discretion, and the cash balance will be paid to the Custodian in lieu of the Full Account Closure fee.

All outstanding Account fees and charges must be satisfied prior to the completion of an asset transfer /distribution or an Account closure.

Fees by a Third Party Related to Investments May Apply

Apart from services charged by the Custodian, there may be certain charges connected with the investment holdings in the Account. These service charges may include, but are not limited to: foreign currency, recording, surrender, asset sponsor and reregistration. Such fees will be assessed and collected at the time of the transaction.

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