

Private Equity Investment Checklist

*Only applicable if not previously provided.

REQUIRED DOCUMENTS

ALL PRIVATE EQUITY INVESTMENTS:

Certificate of Good Standing (dated within the last 12 months)

Offering Materials (e.g. PPM, Prospectus, Offering Memorandum, etc.)

Operating Documents for the company may replace Offering Materials when there are no formal Offering Materials.

Subscription Agreement (fully completed and signed by investor)

—OR—

Simple Agreement for Future Equity (SAFE)

—OR—

Warrants (to accompany PE purchase/exercising)

Note: “Confirmation of Receipt” is required for every investment to confirm the asset is registered in the correct name and amount of shares or equity.

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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.



Private Equity Investment Authorization

IMPORTANT INFORMATION

Use this form if you are making a new private equity purchase, additional private equity purchase, or a capital call. Please complete all information requested. Any missing or incomplete information may result in processing delays.

* Indicates required information.

1. ACCOUNT OWNER INFORMATION

ACCOUNT OWNER NAME (FIRST, MI, LAST)*	COLUMBIA PRIVATE TRUST ACCOUNT NO.*
EMAIL ADDRESS*	PRIMARY PHONE NO.*

2. INVESTMENT INSTRUCTIONS

NAME OF INVESTMENT*	
NO. OF UNITS/SHARES*	PRICE PER UNIT/SHARE* \$
CURRENT AMOUNT TO BE FUNDED NOW* \$	TOTAL COMMITMENT AMOUNT (IF DIFFERENT FROM INVESTMENT AMOUNT) \$
PERCENTAGE OF OWNERSHIP AFTER PURCHASE IS COMPLETE* %	PLEASE SELECT INVESTMENT TYPE: Private Equity Private Stock Offshore SAFE Other _____

I confirm that **I am not** an officer, director, or employee (past or present) of the entity and/or borrower nor am I related to any officer or director of the entity and/or borrower (or affiliates.)

I confirm that **I am** an officer, director, or employee (past or present) of the entity and/or borrower. (If yes, please complete section below):

- What role do you have with the Sponsor/Investment? _____
- Are you involved in the management or business operations? Yes No
- Do you have majority voting rights? Yes No
If so, what control do you have? _____
- Are you receiving compensation, payments, or benefits from the investment? Yes No
- What is the total percentage of ownership? _____%

If you or a family member are employed by, receive benefit from, or are affiliated with the company, it is your responsibility to consult with a knowledgeable tax advisor to ensure the transaction is not prohibited by Internal Revenue Code Section 4975.

Funding Deadline (Cannot be guaranteed): ____ / ____ / ____

I authorize Columbia Private Trust to make (please select one):

New Purchase Additional Purchase (not for capital calls) Capital Call (One-time request. Include notice from the investment sponsor/fund administrator.)

Exchange:

NAME OF INVESTMENT FROM WHICH EXCHANGING:	TOTAL AMOUNT OF INVESTMENT TO BE EXCHANGED: 100% Other: _____
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3. PRE-AUTHORIZED PAYMENTS FOR CAPITAL COMMITMENTS (FOR DRAW DOWN FUNDS ONLY)

I authorize Columbia Private Trust to fund capital calls based on my total commitment as outlined in the applicable purchase documents for the above referenced investment. **Note:** The account owner is responsible for monitoring the cumulative commitment amount and is authorizing Columbia Private Trust to meet capital commitments as requests are received.

4. COMPANY (ISSUER) CONTACT INFORMATION

COMPANY CONTACT NAME*			
PHONE NUMBER*		EMAIL ADDRESS*	
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTY*	POSTAL CODE*
EMAIL SIGNED DOCUMENTS TO:			

5. FUNDING INSTRUCTIONS

- Please select a funding option (Check or Wire):

Check:

PAYEE NAME*			
MAILING ADDRESS*			
CITY*	STATE/PROVINCE*	COUNTY*	POSTAL CODE*

Wire:

- Please provide wire instructions below. Submitting incomplete information or attaching instructions separately will delay funding, as additional verification will be needed.

BANK NAME*		ABA NO.* ROUTING NO./SWIFT CODE	
BANK ACCOUNT NAME*		BANK ACCOUNT NO./IBAN NO.	
BANK ADDRESS			
COMPANY ISSUER ADDRESS			
REFERENCE*			



6. ACKNOWLEDGMENT & SIGNATURE

1. I understand, acknowledge and agree that I am responsible, and Columbia Private Trust and its related entities are not responsible, for selecting and reviewing the above investment and for determining the suitability, nature, value, risk, safety and merits of the investment that I authorize and direct Columbia Private Trust to make for my Columbia Private Trust Account ("Account").
2. I verify that I have received and read all pertinent information relating to the investment(s) named herein (i.e. private placement memorandum, purchase agreement, subscription documents, etc.). I verify that (i) I am capable of evaluating the investment characteristics and risks of the investment independently, or have relied on an investment professional with knowledge and experience related to investments of the type described above; and (ii) I am not relying on the Custodian for any advice or recommendation in evaluating the investment. I also verify that I agree to be bound by the terms of the Custodial Account Agreement, which I agreed to together with Columbia Bank, through its division, Columbia Private Trust, as the Custodian of record. I acknowledge that the terms of the Custodial Agreement are incorporated herein by reference, except that where the terms of this Private Equity Investment Authorization conflict with the terms of the Custodial Agreement, the terms of this Private Equity Investment Authorization shall control.
3. If an exchange from one asset (existing asset) held in my Account is made to another asset issued by the same asset sponsor (new asset), I understand, acknowledge and agree that the asset sponsor will not remit any funds to my Account for the existing asset. I authorize and direct Columbia Private Trust to update its records to reflect the conversion/exchange transaction of the new asset into my Account.
4. I understand that distributions or dividends other than cash (i.e. distributions in-kind) paid by this investment are subject to administrative review by Columbia Private Trust. In the event that an asset paid as part of a distribution/dividend paid-in-kind is determined not to be considered administratively feasible, I may be required to remove the asset from my Columbia Private Trust account by transfer or distribution which may be a tax reportable event.
5. I understand that Columbia Private Trust and its related entities are not related to or affiliated with the management or selling agent(s) of the investment(s) that I have directed Columbia Private Trust to purchase for my account. I acknowledge that Columbia Private Trust has not reviewed, recommended or commented on the investment merits, risks, suitability or management of the asset(s) I have selected and I authorize Columbia Private Trust to process this transaction. I also understand and agree that Columbia Private Trust and its related entities will not be responsible to take any action should the investment noted herein become subject to default, including fraud, insolvency, bankruptcy, or other court order or legal process.
6. I understand that Columbia Private Trust will request confirmation of purchase as part of its role as custodian of my account; I also understand and agree that if the asset sponsor of the investment does not provide documentation necessary to confirm this investment, Columbia Private Trust may resign as custodian of the asset(s) which may be a tax reportable event.
7. **Prohibited Transactions.** I represent that the above investment is not a prohibited transaction, as defined in the Internal Revenue Code Section 4975. If I, a family member or another disqualified person am/is an officer of, or has an ownership interest in the entity in which I am investing, I represent that I have consulted my tax advisor prior to submitting my investment instructions.
8. I acknowledge that this investment is not insured by the FDIC, is not an obligation of or guaranteed by Columbia Private Trust and is subject to risk, including the possible loss of principal.
9. I understand that offshore entities are not organized under the laws of the United States and, most likely, are not subject to U.S. law or regulation and/or the U.S. legal system. I am aware that I am responsible for all legal matters concerning my Account, and that Columbia Private Trust may resign as directed custodian in the event of future legal proceedings.

Columbia Private Trust shall direct all purchase and liquidation instructions as well as all questions concerning valuation of the investment offering to the issuer of the investment's Investment Advisor or Fund Manager located in the United States.

The asset sponsor of any offshore fund that I may direct Columbia Private Trust to purchase in my Account may require that Columbia Private Trust provide additional documentation or other information pursuant to the anti-money laundering or other laws applicable to the asset sponsor in the country in which it operates or is domiciled. The particular requirement of each country and each asset sponsor may differ. It is my responsibility to determine these requirements prior to directing that an offshore investment be purchased in my Account, and by signing this form, I acknowledge that I have done so.

Additionally, the asset sponsor may impose similar requirements for Columbia Private Trust related to the processing of this purchase. Columbia Private Trust's policy is that it will provide a certification of compliance with United States anti-money laundering/anti-terrorism regulations applicable to Columbia Private Trust. If the asset sponsor requires additional information beyond the certification, Columbia Private Trust reserves the right to decline to provide such information and to instead characterize the offshore fund investment as no longer administratively feasible. I understand and acknowledge that Columbia Private Trust and its related entities will not be responsible for any consequences resulting from such determination.
10. I acknowledge that I have received, understand, and agree to Columbia Private Trust's Valuation Reporting Policy as outlined in the Custodial Agreement. I understand that Columbia Private Trust must receive annual valuations from the investment sponsor or the investment may be distributed to me at the last reported value.
11. In the case of selecting pre-authorized capital commitments, I additionally acknowledge the following: I authorize Columbia Private Trust to fund any capital commitments pursuant to the investment sponsor's or fund's request. An investor's liability is limited to his or her cash investment (including amounts subscribed for but not yet paid). I acknowledge that I am responsible for monitoring the cumulative commitment amount with respect to the investment and authorize Columbia Private Trust to meet capital commitments as requests are received. I understand, acknowledge and agree that if I want to cancel this standing authorization, I must contact Columbia Private Trust via phone as soon as possible. I understand that it is my responsibility to ensure sufficient funds are available in my Account to satisfy any upcoming capital call, and hereby indemnify Columbia Private Trust and its affiliates from any legal or financial liability including any damages, fees, costs or expenses arising therefrom that may arise due to a missed capital call because of insufficient funds in my Account.
12. I understand, acknowledge and agree that any dispute regarding this investment shall be handled pursuant to the terms of the Custodial Agreement. I understand that the prevailing party shall be entitled to recover all legal fees, reasonable costs and expenses and that these shall be in addition to any award of damage or any other relief to which the prevailing party is entitled.
13. **I agree to release, indemnify, defend, and hold Columbia Private Trust and its related entities harmless from any claims arising out of processing this investment authorization including any damages, fees (including legal fees), costs or expenses arising therefrom.**

ACCOUNT OWNER SIGNATURE*

DATE*

PRINT NAME*

COLUMBIA PRIVATE TRUST ACCOUNT NO.*

NAME OF INVESTMENT*

INVESTMENT AMOUNT (OR COMMITMENT AMOUNT, IF APPLICABLE)

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Email to:
alternativeinvestments@columbiaprivatetrust.com

Fax to: 303.614.7051

Send mail to:
Columbia Private Trust
Processing Center
1801 California St., Suite 800
Denver, CO 80202

Questions?
Call 800.962.4238

