

TAXABLE ACCOUNT CUSTODIAL AND ADMINISTRATIVE SERVICES AGREEMENT

TERMS AND CONDITIONS

This Agreement, including the Account Application and any accompanying Disclosures, constitutes the agreement between the account owner(s) named on the Account Application (you) and Provident Trust Group, LLC (us) regarding the account.

ARTICLE I – DEFINITIONS

- “you” and “your” mean the account owner(s) named on the application.
- “we,” “us,” and “our” mean Provident Trust Group, LLC and any affiliates.
- “account” means the account, and any underlying investments or amounts within the account, that you have with us.

ARTICLE II – RESPONSIBILITIES

2.01 **Representations and Responsibilities** – In General. You agree that our duties and obligations under this Agreement shall be limited to those specified hereunder, in addition to those provided by law. You represent and warrant to us that any information you have given or will give us with respect to this Agreement is complete and accurate. You agree that we will at all times be subject to your directions, or the directions of a person authorized by you to provide directions, and we shall not act, nor be under any obligation to act, absent the direction of such person. Further, you agree that any directions you give us or actions you take will be in compliance with applicable laws and in accordance with this Agreement, and we may rely upon any such information or directions. If we do not receive directions from you regarding any transaction, if we receive ambiguous directions regarding any transaction, or if we, in good faith, believe that any action requested is in either dispute or inconsistent with this Agreement, we reserve the right to take no action until further clarification, acceptable to us, is received from you or the appropriate government or judicial authority. We will not be responsible for losses, demands or liabilities of any kind that may result from your acting consistent with your directions to us or your actions or failures to act, or for our exercising our right to take no action until we have received further clarification acceptable to us, and you agree to reimburse and indemnify us for any losses we may incur as a result of such directions, actions, or failures to act. We will not be responsible for any penalties, taxes, judgments, demands, fines, liabilities or expenses you incur in connection with your account. We have no duty to monitor or review your contributions or distributions or to determine whether your contributions or distributions comply with the applicable laws, regulations, rulings, your internal policies or procedures, or this Agreement.

By performing services under this Agreement we are acting as your agent. You acknowledge and agree that we not acting as a fiduciary under this Agreement and nothing in this Agreement will be construed as conferring fiduciary status upon us. We will not be required to perform any additional services unless specifically covered under the terms and conditions of this Agreement, separately agreed to in writing between the parties, or as required under applicable laws or regulations. You agree we may use third parties to perform administrative services with respect to your account, and any services provided by those third parties will be subject to the terms and limitations in this Agreement. You agree to release, indemnify, and hold us harmless for any and all claims, demands, actions, proceedings,

damages, judgments, liabilities, losses, costs, and expenses (including, without limitation, attorneys’ fees) arising from or in connection with this Agreement.

To the extent written instructions or notices are required under this Agreement, we may accept or provide such information in any other form permitted by applicable laws or regulations including, but not limited to, electronic communication. We will not be required to prepare or file any income tax returns, reports or forms for income tax purposes, unless otherwise agreed to in writing.

2.02 **Joint Accounts** – If more than one account owner is named in the Account Application, each joint account owner (hereinafter you) is subject to this Agreement and is joint and severally liable for any obligations contained in the Agreement. You agree that, as joint account owners, you will own the account equally as tenants in common unless specifically noted, and agreed to, by us at account establishment. You agree that you are responsible for determining that you are able to hold this account as a joint account under applicable state law.

As a joint account owner, you have the ability to provide direction to us regarding this account. We have no obligation to determine or question the appropriateness or purpose of any direction provided by you related to this account. You agree we can accept direction from any joint account owner as if the joint account owner is a sole account owner and act upon such direction without notifying, or obtaining consent from, any other joint account owner. However, we reserve the right to require direction from all account owners, in a manner acceptable to us, at our discretion.

If a material change of information related to the account occurs (e.g. the death of one of the joint account owners), you agree to immediately provide us written notice of that change. If a dispute arises, or an ownership or status change occurs among you as joint account owners, we may take any of the following actions, as we deem appropriate: restrict the account, require additional documentation, or take other actions we deem necessary under the circumstances. If we cannot reasonably determine ownership of, or appropriate allocation or distribution of the account, you authorize us to freeze the account and to take appropriate action, including obtaining a court order, to resolve the matter to our satisfaction. You agree that you are responsible for any costs or expenses associated with any actions taken to resolve the matter, including attorneys’ fees.

Any notice we provide to one joint account owner will be considered notice to all joint account owners on this account.

2.03 **Authority of Custodian** – We are empowered to do all things necessary or convenient for the administration of this Account at all times subject to your directions, or the directions of a person authorized by you to provide directions to us, including the following

a. *Acceptance of Assets.* We will receive in accordance with this Agreement such cash and other property acceptable to us that may from time to time be delivered to us for the account. We are not obligated to accept and hold assets which would be difficult to handle or administer including, but not limited to, real estate, coins, fine arts, antiques or other tangible property. We shall be responsible only for such assets as are actually received by us.

b. *Custody and Safekeeping.* With respect to all account assets, Custodian agrees to collect all dividends, interest, other

income and the proceeds of sales and redemptions on assets; and distribute net income and principal as directed by you. We are authorized to sign any certificates and declarations necessary for the collection of dividends, interest, other income and the proceeds on or from assets. We shall have all income or capital gains distributions reinvested back into the distributing investment whenever possible unless instructed otherwise by you.

c. *Distributions, Expenses, and Other Payments.* We shall make payment to such persons, including you, as you may direct from time to time.

2.04 **Fiduciary or Custodial Accounts** – If you are acting as a fiduciary for an account (e.g. trustee, guardian, conservator, custodian for an Uniform Transfers to Minors Act (UTMA) or the Uniform Gift to Minors Act (UGMA), account, etc.), by establishing the account, you represent that you are fully authorized to make decisions regarding, and take action on, the account and any underlying account investments, and you agree that we are not responsible for verifying this authority.

If more than one fiduciary is named on the account, you agree that we can accept direction from any one fiduciary on the account as if that fiduciary is the sole fiduciary on the account and act upon such direction without notifying, or obtaining consent from, the other fiduciaries named on the account. However, we reserve the right to require direction from all named fiduciaries on the account, in a manner acceptable to us at our discretion. You agree that we have no responsibility to monitor or verify the appropriateness of any of your actions or inactions as a fiduciary related to the account.

If you are establishing and maintaining an account as a custodian for an UTMA or UGMA account, by establishing that account you represent that the assets in the account belong to the minor, as beneficial owner of the account, and that you are authorized to act on that minor's behalf. You represent both that you understand your obligations as custodian of the account, and you will act in the best interests of the minor with respect to that account.

2.05 **Notices and Change of Address** – If you provide an email address to us in connection with this Agreement, you consent to receiving all instructions and notices required by this Agreement at that email address unless and until you instruct us that you no longer wish to receive such notices and directions at that address or through email. You agree that you have full responsibility to update us in the event that your email address changes or becomes invalid and we have no obligation to take further steps in the event the email address you provided is invalid. Any required notice regarding this account will be considered effective when we send it to the intended recipient at the most recent email address we have in our records. If no email address was provided, we will provide such notice by U.S. mail to the most recent address we have in our records. This notice will direct you to our website to view any new information pertaining to your Account electronically unless you notify us that you prefer we provide you with paper copies of the same. You, or the intended recipient, must promptly notify us of any change of email or mailing address. Any notice given to us will be considered effective when we actually receive it. We are not responsible for the failure of any electronic media.

2.06 **Disclosure of Account Information** – We may use agents and/or subcontractors to assist in administering your account. We may share nonpublic personal information regarding your account to such providers, but only as necessary to provide the products and services made available under this Agreement, and also to evaluate our business operations and analyze potential product, service, or process improvements.

2.07 **Authorized Agent** – We may permit you to appoint, through written notice acceptable to us, an authorized agent to act on your behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, and investment manager); we have no duty to determine the validity of such appointment or any instrument appointing such authorized agent. You agree that we may rely conclusively on instructions or directions provided by your authorized agent until such authorization has been revoked or modified in writing by you. We will not be responsible for losses of any kind that may result from directions, actions, or failures to act by your authorized agent, and you agree to reimburse and indemnify us for any loss we may incur as a result of such directions, actions, or failures to act by your authorized agent. You are responsible to ensuring that only your authorized agents transmit written instructions to us and that your authorized agents treat applicable authorization codes, passwords and authentication keys with care.

2.08 **Accuracy of Information** – You will have 60 days after you receive any documents, statements, reports or other information from us to notify us in writing of any errors, inaccuracies or disputes reflected in these documents, statements, reports or other information. If you do not notify us within 60 days, the documents, statements, or other information will be deemed correct and accurate, and approved by you, and we will be fully discharged and released from any liability or obligation in connection with such documents, statements, other information, and the transactions described therein.

2.09 **Fees** – We have the right to charge establishment, document, and account fees, as well as other designated fees e.g., for maintaining your account. In addition, and as described in more detail in section 2.12 we have the right to collect or otherwise receive as an additional fee any interest or other income earned or generated from any *Uninvested Cash Funds* (as defined in section 3.05) and to be reimbursed for all reasonable expenses, including legal expenses, we incur in connection with the administration of your account. We may deduct the amount of the fees or expenses from the assets in your account and you authorize us to do so. We may charge you separately for any fees or expenses at our discretion. We reserve the right to charge any additional, reasonable fee to you, or to change our designated fees, after giving you 30 days' written notice. Proper expenses of the account, including all real and personal property taxes, income taxes, transfer taxes, and other taxes of any kind and all kinds whatsoever of the account may be paid by the account unless paid by you. Fees, such as sub-accounting and other service fees, may be paid to us or an associated business by third parties for assistance in performing certain transactions with respect to this account. In addition, we or an associated business may receive other income from third parties in connection with performing such services or the purchase and sale of publicly traded securities, privately held securities, or any other assets that may or may not be deemed to be securities, which you may have directed us to purchase or sell in the account.

2.10 **All Invoices Are Due and Payable Upon Receipt** – If such charge cannot be paid from your account assets (e.g., if your account does not contain sufficient cash assets), we will submit an invoice to you for all outstanding fees and expenses plus any applicable invoice costs and late charges. All invoices are due and payable upon receipt. To collect such fees and/or expenses we may, and you expressly authorize us to, bill any credit card we have in our records related to your account, collect from any *Uninvested Cash Funds* held in your account, and/or liquidate sufficient investments in your account in accordance with section 2.12 to pay such fees and expenses.

Any brokerage commissions attributable to the assets in your account will be charged to your account.

2.11 **Interest and Earnings** – We may perform sub-accounting, recordkeeping, administrative or other services related to your account, and for these services we retain and receive interest and other income from assets that you have not directed us to invest. This income includes amounts generated on the Uninvested Cash Funds that we deposit with other financial institutions.

2.12 **Liquidation of Assets; Grant of Security Interest Upon Default** – We have the right to liquidate assets in your account if necessary to make distributions or to pay fees, expenses, indemnities, taxes, federal tax levies, penalties, or surrender charges properly chargeable against your account. If you fail to direct us as to which assets to liquidate, we will decide, in our complete and sole discretion, and you agree not to hold us responsible or liable for any losses or other adverse consequences that result from our decision.

If payment is not received on or before the due date listed on your invoice, a late fee will be assessed to your account and a Past Due Notice will be issued to you. In the event you fail to pay any fees, costs, indemnities, penalties, expenses, or any other payments due to us as required by under this Agreement or otherwise, and upon issuance of the Past Due Notice, we reserve the right to proceed with the process for establishing a lien on and security interest in all of your rights, title and interests in such portion of the account, the Uninvested Cash Funds and any other deposit, monies, accounts and other assets in such accounts or otherwise deposited with us at such time in an amount equal to the amounts necessary to pay in full such amounts then due to us, as collateral security for the prompt and complete payment of such unpaid fees or other amounts due and owing, to the maximum extent permitted by law or regulations, at our complete and sole discretion. Upon our providing you with notice through email (or through U.S. mail if no email address was provided) of our intent to pursue such security interest, you hereby authorize us to file all financing statements and other documents and take such other actions as may from time to time be necessary or desirable in our complete and sole discretion to perfect and to maintain the perfection and priority of such security interest and/or authorize us to liquidate the asset(s) without your prior approval and without any further notice.

We may, at our complete and sole discretion, liquidate sufficient asset(s) to cover outstanding fees plus one year's estimated fees, including the Account Termination Fee, and you agree not to hold us liable or responsible for any adverse consequences that result from that decision. Upon receipt, such liquidated funds will first be applied to outstanding fees. Remaining balances, if any, will be placed into your account. We have no liability for any adverse tax or other financial consequences as a result of liquidating your account to cover the fees and charges. Accounts with past due fees, unfunded accounts, and accounts with zero value will continue to incur administration and maintenance fees until such time as you notify us in writing of your intent to close the account or of your wish that we resign. Should fees not be collected, we have the option to cease performing any functions, including, but not limited to, processing investment transactions, until such time as all fees charged against the account are fully paid. We may then close your account and distribute all assets to you, which may subject you to possible taxes and penalties. In the event of non-payment, we may employ a collection agency to recover any unpaid fees or expenses. You will be personally liable for all reregistration fees, late fees, account termination fees, and any other fees related to collection of fees, including but not limited to, any third party fees incurred.

ARTICLE III – INVESTMENTS

3.01 **Investments** – in General. You have exclusive responsibility for and control over the investment of the assets of your account. You agree that we shall not be responsible for, nor make any determination regarding, the prudence of such investment or reinvestment. We shall invest the principal and income of the Account pursuant to the written instructions of you or your authorized agent and keep the same invested without distinction between principal and income. You may designate and provide to us in writing one or more authorized agents solely for purposes of giving investment-related instructions to us pursuant to the Authorized Agents section above. All transactions will be subject to any and all restrictions or limitations, direct or indirect, that are imposed by any and all applicable federal and state laws and regulations; the rules, regulations, customs, and usages of any exchange, market, or clearing house where the transaction is executed; our internal policies, standards, and practices; and this agreement.

You will select the type of investment for your account assets, provided, however, that your selection of investments must be limited to those types of investments that are consistent with our internal policies, practices, and standards and are deemed administratively feasible by us. We also have the right not to effect any transaction/investment that we deem to be beyond the scope of our administrative responsibilities, capabilities, or expertise or that we determine in our sole discretion does not comport with our internal policies, practices, or standards. You understand that any review we perform on a transaction/investment is for our purposes only and limited to determining whether it is administratively feasible for us to hold a particular investment. Any decision regarding our ability to perform that transaction or hold that investment is not a recommendation regarding, or endorsement of, the transaction or investment itself.

We may, or an associated business may, in our, or their, sole discretion, make available to you additional opportunities, which may include publicly traded securities, mutual funds, money market instruments, and other investments that are obtainable by us, or an associated business, and that we, or such associated business, are capable of holding in the ordinary course of business. From time to time, we may provide general investment information regarding the products we offer through various media including webinars, newsletters, social media posts, our website, and other forums, which you acknowledge and agree is not intended to be investment advice. Similarly, you acknowledge and agree that we may participate in events with other organizations in our industry, which is not and should not be interpreted as our endorsement of any of the participating organizations.

3.02 **Fiduciary or Investment Advice** – You acknowledge and agree that we are not a fiduciary with respect to your account, do not provide investment advice, and you agree that we do not provide legal or tax services or advice with respect to your account or its investments. We do not endorse any specific investment, investment agent, or investment provider and will not provide any advice or guidance regarding your investment decisions in connection with this account. You understand that it is your responsibility to determine that any investments made, or direction provided to us, complies with applicable law and is appropriate given your investment strategy and risk tolerance. You agree we have no responsibility to either question any investment direction that you or your agent provide or make any determination regarding the appropriateness of your account investments. Further, you agree to indemnify and to hold us harmless if you direct us to take any action regarding your account and that action violates any federal or state law or regulation or otherwise results in a loss, liability, penalty, fine, or tax imposed upon you, your account, or us.

3.03 Investment Direction/Documentation – Upon obtaining sufficient documentation in a format acceptable to us, we will make reasonable efforts to effect the investment direction you provide for your account. We will notify you if, after reasonable efforts, we were not able to, or are unwilling to, comply with that investment direction. In providing investment direction, you must use our Direction of Investment form or another form or process acceptable to us. You agree that you are responsible for determining the validity of any documentation or information provided to us regarding any investment direction you provide, and understand we are under no obligation to review or verify said documentation or any statements contained within any communications or documentation provided with or associated with your investment direction.

We will not exercise any voting rights and other shareholder rights (including but not limited to proxies, warrants, tenders, rights, options, puts, calls, consents or other shareholder rights) with respect to investments in your account unless you provide timely written directions acceptable to us according to our then current policies and procedures. You represent that any securities held in your account comply with applicable state or federal securities law, and have either been registered or were determined to be exempt from applicable security registration requirements. You further release us from any responsibility to verify this registration or exemption. If an investment requires insurance coverage, tax or utility payments, specialized services, or other actions needed to maintain the investment, you agree you are solely responsible for obtaining such coverage, payment, or service. We are not responsible for informing you of any requirements, obtaining coverage, or remitting payments toward the requirements (unless we specifically agree to remit payment based on your written direction to do so).

We will send funds as you direct to fund or purchase an investment for your account, but you agree we are not responsible for ensuring those funds are invested or used to purchase the investment you selected. You authorize us to accept direction from you or your agent to correct minor clerical errors or investment titling errors by telephone or email after authentication of your identity.

We will retain electronic copies of documents related to your account in our capacity as a recordkeeper and not as any type of safekeeping agent. See also, Nevada Revised Statutes (NRS) 719.240; NRS 719.290. However, please note that we require all original stock certificates titled in the name of your account to be held by us.

3.04 Valuations Policy – You must provide us with a credible valuation of your account assets no later than 30 days after we request the valuation in order for us to process a distribution from your account. You may also direct us in writing to accept a credible valuation of the assets provided by another party or directly from the investment provider (hereinafter designee). We will not be responsible for verifying the accuracy of the credible valuation you or your designees provide to us and may rely on such valuations without independent verification. No material write-down of any prior valuation will be accepted without adequate supporting documentation and/or third-party valuation.

If you do not provide to us an acceptable account valuation when required, you agree that we may, but are not required to, seek a valuation determination. The expenses incurred in preparing such a valuation will be considered your account's expense and may be debited from your account. If your account has insufficient liquid assets to pay these expenses, you may pay them yourself. If we obtain a determination of the value of any asset in your account for recordkeeping purposes, we will use reasonable, good faith efforts to do so. Illiquid assets can be difficult to value accurately, and in certain cases can require

costly and time-consuming appraisals. Therefore, we neither guarantee the appropriateness of the appraisal techniques that we use, nor do we assume responsibility for the accuracy of the valuations obtained.

At any point after you, or your designee, fail to provide an acceptable valuation of an asset for a period exceeding 12 months from the time we first request the valuation, we may, but are not required to, distribute the asset to you using the last acceptable valuation you provided to us (or the valuation that was originally provided), or using cost as a valuation, as appropriate, and we shall have no responsibility or liability for any tax, legal, or other consequences resulting from or related to that distribution.

We may receive documentation from investment providers or asset holders regarding assets in your account. We may, but are not obligated to, forward this information to you. It will remain your sole responsibility to request and ensure you receive all applicable documentation regarding your investments.

3.05 Uninvested Cash Funds – From time to time you may deposit funds with us, or we may receive funds in settlement of trades, that are not subject to a current Direction of Investment (or are awaiting your direction) (collectively referred to as "Uninvested Cash Funds"). All cash deposits are initially placed in one or more demand deposit accounts maintained by us, and your account is credited with all Uninvested Cash Funds the same business day they are received. You agree that if we receive no other instructions, Uninvested Cash Funds from your account shall be invested in a stable value fund and various overnight deposits with next day availability (hereinafter cash sweep funds) using a formula designed to maintain liquidity of the Uninvested Cash Funds. The formula and the funds themselves are disclosed on our website at <https://trustprovident.com/self-directed-retirement/investment-options>.

Specifically, you authorize and direct us to sweep Uninvested Cash Funds automatically into these cash sweep funds until such time as further direction is received from you or your designated representative(s).

We may adjust the formula for investment between the cash sweep funds or replace any of the cash sweep funds from time to time, but only after providing you with at least a 30 day advance written notice of the change. You will be deemed to have consented to this change and the continued investment of any Uninvested Cash Funds in the updated cash sweep fund, unless you notify us in writing that you do not consent within the 30 day notice period, which begins on the day we mail, or electronically deliver, the notice to you.

You understand and agree that we are entitled to retain as part of our compensation for the services we provide under this Agreement the excess between the earnings credited to your account and any interest or other income earned or otherwise generated from the Uninvested Cash Funds deposited in such accounts. We will credit a percentage of these earnings back to your account. The amount credited back to your account will be calculated monthly and the rate you will receive will be posted on our website at <https://trustprovident.com/self-directed-retirement/investment-options>. You will be notified of any change in the rate in advance of that change. You will be deemed to have consented to this rate change, within 30 days from the date we furnish notice of this rate change to you, which begins on the day we mail, or electronically deliver, the notice to you, unless you notify us in writing that you do not consent.

3.06 Float – If we receive moneys to be used to fund disbursements that have not yet been presented for payment and moneys to be invested in any investments where the appropriate data or investment direction has not been provided to us (i.e. we have

received the funds to be invested but have not received the corresponding investment data) those moneys may be retained by us in cash or invested temporarily. Moneys to be invested will generally be invested within three business days of receipt of funds and the correct corresponding investment data.

As additional compensation for our services, we shall retain any interest earned on amounts to be invested pending receipt of investment instructions and the amounts in our disbursement account until disbursements are presented for payment, and interest earned in our contribution account until the amounts are invested. This interest is commonly known as "float" and is paid by the financial institutions at which we maintain such accounts and/or the investments in which we invest in such accounts. Generally, funds are distributed within three days of the distribution request is received or when the distribution data is in good order. The assets on which float is earned are invested in a privately managed account that may include stable value fund(s) and various overnight deposits with next day availability. The upcoming month's expected rate of return and historical actual rates of return for the assets on which float is earned are disclosed at <https://trustprovident.com/self-directed-retirement/investment-options>.

ARTICLE IV – WITHDRAWALS

- 4.01 **Withdrawals** – All requests for withdrawal or distribution will be in writing on a form provided by or acceptable to us. The method of distribution must be specified in writing (or in another method specifically approved by us).
- 4.02 **Transfer on Death** – If a joint account owner on your account dies, the remaining joint account owners will assume an equal share of your portion of the account. If you are the sole owner of the account or there are no remaining joint account owners, you can provide direction, in a form or manner acceptable to us, regarding who will receive your Account at the time of your death. If no direction is provided, the Account will be distributed or transferred as required under applicable state law. We have no obligation to distribute or transfer the Account under this provision until such time we are notified of your death by receiving a valid death certificate.

ARTICLE IV – CONFIDENTIALITY AND LIABILITY

- 5.01 **Disclosure of Information; Confidentiality** – Any confidential information provided by the Account to the Custodian for use in connection with the Custodian's performance of its obligations pursuant to this Agreement (the "Confidential Information") shall be deemed to be the confidential and proprietary information of such disclosing party. The Custodian will use the same degree of care in its handling of the Confidential Information as it uses with regard to its own proprietary information to prevent the unauthorized or inadvertent disclosure, use or publication of the Confidential Information. Except as otherwise permitted by this Agreement, the Confidential Information will only be divulged to and used by the Custodian's employees, agents and subcontractors with a need to know, and may be disclosed as required or permitted by law, regulation, order of a court or regulatory authority. Custodian will instruct its employees, agents or subcontractors not to divulge, use or publish any Confidential Information except in accordance with the terms of this section 5.01.
- 5.02 **Limitation on Liability and Indemnification** – We will not be liable for any loss, demand, damage, claim, liability, expense or depreciation (including without limitation any decrease in value of account assets due to market activity) resulting from following a direction, instruction or request from your or your authorized representative, or any action or inaction of us pursuant to the terms of this Agreement. You agree that the entire liability of us and our officers, directors, employees,

members, agents, licensors, subsidiaries, affiliates, parents and representatives (collectively, "Provident Trust Group Parties"), and your exclusive remedy in any cause of action based on contract, tort, warranty, negligence, or otherwise in connection with any services rendered pursuant to this agreement or otherwise furnished by us to you, shall be limited to the total fees paid by you to us.

UNDER NO CIRCUMSTANCES ARE WE OR ANY PROVIDENT TRUST GROUP PARTIES SUBJECT TO OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF SAVINGS, LOSS OF DATA, LOSS OF REVENUES AND/OR PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH ANY SERVICES RENDERED PURSUANT TO THIS AGREEMENT OR OTHERWISE FURNISHED BY US TO YOU, REGARDLESS IF SUCH DAMAGES ARE BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, OR OTHERWISE.

Except to the extent prohibited by applicable law, you and the account shall jointly and severally indemnify and hold harmless the Provident Trust Group Parties from and against any loss, damage, claims, demands, liability or expense of any kind (including reasonable attorneys' fees), including without limitation, any claims arising from any action or failure to act resulting from compliance with any direction, instruction or request believed to be genuine from you or your authorized representative. Our limitation on liability and right to indemnification under this Agreement will survive the termination of this Agreement for any reason. Nothing contained in this section or elsewhere in this Agreement constitutes a waiver by you of any of your legal rights under applicable laws whose applicability is not permitted to be contractually waived.

- 5.03 **Time to Bring Legal Action; Two Year Limitations Period** – An action for breach of this agreement, or any obligation arising therefrom, must be commenced within two years after the cause of action has accrued.
- 5.04 **Class Action Waiver** – EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, REPRESENTATIVE OR CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING. The judge will have no authority to try a class, collective, representative or group claim/action and will have no authority to make any determination as to the enforceability of this agreement's class/collective action waiver. Further, unless you and we agree otherwise, the judge will have no authority to consolidate your claims with any other claims, and may not otherwise preside over any form of a class or representative proceeding.
- 5.05 **Termination of Agreement, Resignation, or Removal** – Either party may terminate this agreement at any time by giving written notice to the other. However, your termination of this agreement will not be effective until such time as all outstanding fees, costs, indemnities, penalties, expenses, or payments due to us are paid. We can resign at any time effective 30 days after we send written notice of our resignation to you through email (if an email address was provided, otherwise such notice will be sent to you through U.S. mail). Upon receipt of that notice, you must make arrangements to transfer your account to another financial organization and we will deliver the assets in our custody as directed by you. We reserve the right to retain sufficient amounts to pay any fees and expenses due to us through the termination date plus any costs or fees we incur in connection with the termination. If you do not complete a transfer of your account within 30 days from the date we

send the notice to you, we have the right to pay or distribute your account assets to you in a single sum or assignment. If we terminate this agreement, we reserve the right to distribute your account assets to you "in kind" instead of in cash. You will still be responsible for all tax implications resulting from the distribution, and you agree not to hold us accountable for any such income tax withholding.

If this agreement is terminated, we may charge to your account a reasonable amount of money that we believe is necessary to cover any associated costs, including but not limited to one or more of the following.

- Any fees, expenses, or taxes chargeable against your account
- Any penalties or surrender charges associated with the early withdrawal of any savings instrument or other investment in your account. After your account with us is closed, if there are additional assets remaining in or subsequently credited to your account, we will seek to distribute or transfer such assets in accordance with your prior direction, but only after offsetting any applicable administrative expenses and fees (according to our then operative fee schedule).

Upon delivery to the you or a successor financial institution of the cash, securities and other instruments under this section held by us, we shall render a final accounting of our services to you which shall be a full release and discharge of us of any liability or further obligation to us, unless written objection thereto is filed with by you within sixty (60) days of receipt of such final accounting. Thereafter, we shall have no further liability or responsibility under this Agreement or otherwise, or for any act or omission of you or the successor financial institution. We may establish a policy requiring distribution of the entire balance of your account to you in cash or property if the balance of your account drops below the minimum balance required under the applicable investment or policy established.

- 5.06 **Assignment** – If our organization changes its name, reorganizes, merges with another organization (or comes under the control of any federal or state agency), or if our entire organization (or any portion that includes your account) is bought by another organization, that organization (or agency) will automatically become the holder of your account.
- 5.07 **Amendments** – We have the right to amend this agreement at any time in writing. Any amendment we make, including those made to comply with applicable law and regulations, does not require your consent. You will be deemed to have consented to any amendment unless, within 30 days from the date we send the amendment, you notify us in writing that you do not consent.
- 5.08 **Restrictions on the Fund** – Neither you nor any authorized agent may sell, transfer, or pledge any interest in your account in any manner whatsoever, except as provided by law or this agreement.
- 5.09 **What Law Applies** – This agreement is subject to all applicable Federal and State laws and regulations and shall be governed by the statutes and regulations of the State of Nevada.

Each party hereby agrees any dispute, claim, controversy or other action pertaining to or arising out of this agreement in connection with or relating to the performance of this agreement or its termination shall only be instituted in the Federal District Court for the District of Nevada and agree Nevada will have exclusive jurisdiction and venue.

If any part of this agreement is held to be illegal or invalid, the remaining parts will not be affected. Neither you nor our failure to enforce at any time or for any period of time any of the provisions of this agreement will be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.

- 5.10 **Survival** – This Agreement, and any other provisions necessary to interpret the respective rights and obligations of the parties under this agreement, shall survive the expiration or termination of this agreement and any resignation or removal of us as holder of your account.
- 5.11 **Severability** – The invalidity or unenforceability of any provision of this Agreement will not affect or impair other provisions.
- 5.12 **Binding Agreement** – You represent and warrant that all necessary action has been taken to authorize the execution of this Agreement and that this Agreement represents its legal and binding obligation. This Agreement shall bind us upon our acceptance of assets.
- 5.13 **Catastrophic Events** – We will not be liable to you to the extent our performance under this Agreement is delayed or prevented by events beyond our reasonable control, including without limitation revolution or other civil disorders; wars; acts of enemies; acts of terrorists; strikes; labor disputes; fires; floods; natural disasters, acts of God; federal, state or municipal action; and changes to any statute, ordinance or regulation. Throughout the term of the Agreement, we will maintain disaster recovery plans in compliance with applicable regulatory requirements.

FACTS

WHAT DOES PROVIDENT TRUST GROUP DO WITH YOUR PERSONAL INFORMATION?



Why?

Financial companies choose how they share your personal information. Privacy laws give individuals the right to limit some but not all sharing. Privacy laws also require us to tell you how Provident Trust Group collects, shares, and protects your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number, name, date of birth, address, email, and account balances
- account transactions and transaction history
- retirement assets and wire transfer instructions

When you are *no longer* our customer, we may continue to share your information as described in this notice.

How?

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 Provident Trust Group chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Provident Trust Group 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 affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our marketing purposes— to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Who we are

Who is providing this notice?	Provident Trust Group
--------------------------------------	-----------------------

What we do

How does Provident Trust Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with U.S. data privacy law. These measures include computer safeguards and secured files and buildings.
--	---

How does Provident Trust Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ open an account or make deposits or withdrawals ■ provide account information or give us your contact information ■ provide your government-issued ID <p>We also collect your personal information from our affiliates, or other companies.</p>
--	--

Why can't I limit all sharing?	<p>Applicable privacy law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
---------------------------------------	---

Definitions

Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Our affiliates include companies under the ownership of Ascensus.</i>
-------------------	---

Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Provident Trust Group does not share with nonaffiliates so they can market to you.</i>
----------------------	--

Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>Provident Trust Group does not jointly market.</i>
------------------------	---

Questions?

Call 888-855-9856

For additional information about Ascensus' privacy practices, and to view our updates, please visit our privacy management page at www2.ascensus.com/privacy-management/