



**ESTABLISHMENT DOCUMENTS**

## Opening a Custody Only Account

To open a Custody Only account with Pacific Premier 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 Pacific Premier 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 Pacific Premier Trust by any of the following methods:

**Upload forms to:**  
[PacificPremierTrust.com/upload](https://PacificPremierTrust.com/upload)

**Fax to:** 303-614-7038

**Send mail to:**  
Pacific Premier Trust  
Processing Center  
P.O. Box 981012  
Boston, MA 02298

**For express deliveries:**  
FIS-Remittance Processing  
Loading Dock #2  
Attn:Pacific Premier 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 3.

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?  Home  Business

CITY	STATE/PROVINCE	COUNTY	POSTAL CODE
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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		

Is this a home or a business address?  Home  Business

CITY	STATE/PROVINCE	COUNTY	POSTAL CODE
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EMAIL ADDRESS
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## 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 PACIFIC PREMIER 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 Pacific Premier Trust account online at PacificPremierTrust.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
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Is this a home or a business address?  Home  Business

PRIMARY TRADE
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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.
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### 4. TRUSTEE CONTACT INFORMATION

TRUSTEE NAME (FIRST, MI, LAST)	PRIMARY PHONE NO.
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SOCIAL SECURITY NUMBER	DATE OF BIRTH	PRIMARY PHONE
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#### 4A ADDITIONAL TRUSTEES (IF APPLICABLE)

TRUSTEE NAME (FIRST, MI, LAST)	PRIMARY PHONE NO.
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TRUSTEE NAME (FIRST, MI, LAST)	PRIMARY PHONE NO.
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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 [PacificPremierTrust.com/register](http://PacificPremierTrust.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)
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COMPANY NAME
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MAILING ADDRESS
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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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## 6. UNINVESTED CASH

I hereby direct Pacific Premier 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 Pacific Premier Bank), at the discretion of Pacific Premier 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. ACCOUNT HOLDER (TRUSTEE OR FIDUCIARY) REPRESENTATIONS

The Account Holder acknowledges that:

- He or she has received, read and understands the Custodial Agreement, Custodial Addendum and Fee Schedule for the Pacific Premier Trust Custody Only Account that the Account Holder is establishing; and
- Understands that the Custodial Agreement, Custodial Addendum and Fee Schedule set forth the duties, limitations on duties and rights of the Account Holder, Pacific Premier Trust and its related entities.
- By signing this application below, the Account Holder 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.

	ACCOUNT HOLDER SIGNATURE	DATE
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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.**

Upload forms to:  
[PacificPremierTrust.com/upload](https://PacificPremierTrust.com/upload)

Fax to: 303-614-7038

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

For express deliveries:  
FIS-Remittance Processing  
Loading Dock #2  
Attn: Pacific Premier 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 Pacific Premier Bank, through its division Pacific Premier Trust, to be Custodian of the assets of the Plan set forth on the Custody Only Account Application Form (the "Plan"), and Pacific Premier 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

Pacific Premier Trust, a division of Pacific Premier Bank, shall hold, as Custodian, all deposits, funds and assets of the Plan that the Trustee or Employer designates and transfers to Pacific Premier 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 Pacific Premier Trust, Custodian, FBO the Plan or in one of the nominee names registered to Pacific Premier 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 Pacific Premier 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.

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.

(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 Pacific Premier Trust if it is not or ceases to be the sole Custodian of the Plan's assets;
- (c) Immediately by Pacific Premier 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 Pacific Premier Trust under this Agreement. Termination of this Agreement shall not relieve the Employer of its obligations regarding confidentiality. After termination of this Agreement, Pacific Premier 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.



## Custodial Agreement Terms and Conditions Addendum

The Participant acknowledges and agrees that the following terms and conditions (the "Terms") apply to each (i) Custody Only Account, (ii) Taxable Custodial Account (Individual, Joint, Trust, LC/LLP, Minor – UGMA/UTMA, Guardianship/Conservatorship) (collectively, the "Custodial Arrangement") by and between the Participant and Pacific Premier Bank, through its division, Pacific Premier 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 "Account Owner" may be interchangeable with the term "Participant." The term "Account" as used herein means either "Plan", "Fund" 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. Neither a Participant nor a Beneficiary shall assign or pledge any portion of the Participant's Account, and the Custodian shall not recognize any such assignment or pledge.

### 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 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 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 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. 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 (for Participant, address on file with Custodian –for Custodian, use Denver address in Contact Us page on its website) 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.



## CALIFORNIA NOTICE AT COLLECTION (APPLICABLE TO CALIFORNIA RESIDENTS ONLY\*)

Last updated January 1, 2023.

### INTRODUCTION

Pacific Premier Bank wants you to know about the personal information we collect and the purposes for which we will use that information. This notice is given pursuant to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2022 (collectively, the "CCPA") and applies solely to individuals who are California residents.

### DEFINITIONS

Let us begin by defining some terms that you will see in this notice.

- "**We**", "**our**", and "**us**" refer to Pacific Premier Bank.
- "**You**" and "**your**" refer to a natural person who is a California resident.
- "**Personal Information**" is information that identifies, relates to, or could reasonably be linked directly or indirectly with a particular individual or household. "Personal Information" does not include information that is publicly available.

All other terms defined in the CCPA or its implementing regulations have the same meanings when used in this notice.

### COLLECTION OF PERSONAL INFORMATION

We collect the following categories of personal information and categories of sensitive personal information from consumers:

"**Categories of Personal Information**" are as follows:

- **Identifying Information** is information that identifies an individual, such as the individual's name, alias, birthdate, account name or other similar unique personal identifier.
- **Associated Information** is information that relates to, describes, or can be associated with a particular individual such as a signature, postal or email address, telephone number, insurance policy number, bank account or card number, and any similar information.
- **Characteristic Information** is information related to characteristics of protected classifications under state or federal law, such gender or marital status.
- **Commercial Information** is information of a commercial nature, such as records of personal property, products or services purchased or considered, or other purchasing histories.
- **Biometric Information** is information related to the measurement or analysis of unique physical or behavioral characteristics, such as a fingerprint or voice pattern.
- **Internet Activity Information** is information related to internet or other electronic network activity, such as a search or browsing history, or interactions with a website.
- **Geolocation Information** is information or data related to a geographical location, such as a device or Internet Protocol (IP) location.
- **Audio Visual Information** is audio, visual, electronic, or similar information.
- **Employment Information** is professional or employment-related information, such as employment history or status.
- **Education Information** is personally identifiable education information that is not publicly available.
- **Inference Information** is inferences drawn from any other category of personal information to create a profile about an individual reflecting potential or probable preferences, behavior, abilities, or other similar predispositions.

*\*This California Notice at Collection and the rights conferred pursuant to the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 on January 1, 2023 (collectively, the "CCPA"), applies solely to individuals who are California residents.*

“**Categories of Sensitive Personal Information**” are as follows:

- **Identification Numbers** are any information that reveals an individual’s social security number, driver’s license number, state identification card number, or passport number.
- **Financial Account Credentials** are any information that reveals an individual’s account log-in number, financial account number (such as a loan number or deposit account number), debit card number, or credit card number in combination with any required security or access code, password, or credentials which would allow someone to gain access to the account.
- **Processed Biometric Data** is any Biometric Information which the Bank performs an operation, set of operations or other procedure on, whether or not by automated means, for the purpose of uniquely identifying an individual.
- **Precise Geolocation Data** is any data that is derived from a device and that is used or intended to be used to locate an individual within a geographic area that is equal to or less than the area of a circle with a radius of 1,850 feet.
- **Background Information** is any information that reveals an individual’s racial or ethnic origin.

The Bank does not and will not sell or share any of the categories of personal information or categories of sensitive personal information it collects which have been disclosed above.

### **PURPOSES FOR WHICH WE COLLECT PERSONAL INFORMATION**

We collect the categories of personal information and categories of sensitive personal information identified above for the following business or commercial purposes:

- **Operational** – Providing services for ourselves, our customers or others, including (but not limited to) maintaining and servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, considering applications for employment, engaging in advertising or marketing (except we do not use any of the Categories of Sensitive Personal Information we collect to advertise or market products or services to consumers), performing analytics, or similar services.
- **Commercial** – Activities that advance our commercial or economic interests (e.g., activities that induce customers to obtain or maintain products and services with us) or that enable or effect transactions.
- **Quality Assurance** – Activities to achieve, verify, or maintain the quality or safety of a product, service, or equipment that is furnished or controlled by us, or to improve such product, service, or equipment.
- **Security** – Activities to protect against malicious, deceptive, fraudulent, or illegal activity, detect security incidents, or hold the perpetrators of that activity responsible.
- **Debugging** – Debugging to identify and repair errors that impair existing or intended functionality.
- **Compliance** – Activities to achieve, verify, or maintain compliance with our policies and procedures or applicable legal and regulatory standards.
- **Audit** – Auditing compliance with our policies and procedures or applicable legal and regulatory standards.

Below is a list of categories of personal information and categories of sensitive personal information we collect about consumers and our business or commercial purpose for collecting that information:

### **LENGTH OF TIME WE WILL RETAIN YOUR PERSONAL INFORMATION**

We will retain the categories of personal information and categories of sensitive personal information to carry out our activities and as otherwise required or permitted by applicable law. How long we will retain personal information we collect is generally determined by the following criteria:

- Is the personal information associated with a former or current customer of Pacific Premier Bank?
- Is the personal information associated with a former or current employee of Pacific Premier Bank?
- Do federal or state laws, rules or regulations require that we maintain copies of the personal information for a particular length of time?

[Continued on next page]

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- Does the Bank need the personal information to provide a product or service for ourselves, for you or someone else that requested it?
- Would we need the personal information to defend or pursue legal claims in court or prevent and/or detect fraud?
- Do we need the personal information to protect against malicious, deceptive, fraudulent, or illegal activity, detect security incidents, or hold the perpetrators of that activity responsible?

#### **ADDITIONAL INFORMATION**

For more information about the personal information we collect and how we use it, or for additional information about rights that California residents have under the CCPA, please see our California Privacy Policy at [www.ppbi.com/ccpaprivacynotice](http://www.ppbi.com/ccpaprivacynotice).

If you have any questions or concerns regarding this notice or our privacy practices, you can contact us by calling our toll-free at (855) 343-4070, writing us at: Pacific Premier Bank, Attn: Client Services., P.O. Box 25171, Santa Ana, CA 92799-9810, or stopping by at any of our California branch locations during normal business hours.

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**FACTS**

**WHAT DOES PACIFIC PREMIER BANK 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?**

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 and income
- Account balances and payment history
- Credit history and assets

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

**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 Pacific Premier Bank chooses to share; and whether you can limit this sharing.

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

**Questions?**

Call 855-343-4070 or go to [www.ppbi.com](http://www.ppbi.com)

## Who we are

**Who is providing this notice?**

Pacific Premier Bank, including Commerce Escrow and Pacific Premier Trust, which are divisions and tradenames of Pacific Premier Bank.

## What we do

**How does Pacific Premier Bank 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.

**How does Pacific Premier Bank collect my personal information?**

We collect your personal information, for example, when you

- open an account or apply for a loan
- pay your bills or deposit money
- use your credit or debit card or provide account 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 nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

## Definitions

**Affiliates**

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

- *Pacific Premier Bank has no affiliates.*

**Nonaffiliates**

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

- *Pacific Premier Bank does not share with nonaffiliates so they can market to you.*

**Joint marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Pacific Premier Bank doesn't jointly market.*

## Other important information



Pacific Premier Trust Fee Schedule

EFFECTIVE JUNE 1, 2021

ADMINISTRATION FEE (Based on Total Asset Value)

Table with 2 columns: Asset Value Range and Fee Percentage. Rows: 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

Table with 2 columns: Account Type and Minimum Balance. Rows: Accounts Holding Real Estate (\$5,000), All Other Accounts (\$1,000)

OTHER CHARGES

Account Closure ..... \$225 + asset reregistration

Account Statements

Table with 2 columns: Statement Type and Fee. Rows: eStatements (Free), Paper statements (\$10/quarter)

Asset Processing Service<sup>1</sup>

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

Table with 2 columns: Disbursement Method and Fee. Rows: ACH (No Charge), Check Service<sup>2</sup> (\$15/issue), Stop Payments (\$35/instance), Wire Service (\$35/issue)

Distributions

Table with 2 columns: Distribution Method and Fee. Rows: 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 Fee<sup>3</sup> ..... Fee will vary based on asset/property type and/or property location.

<sup>1</sup> 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.

<sup>2</sup> Cashier Check Service not available.

<sup>3</sup> Third-Party Asset/Property Valuation Fee will be assessed if client elects to have Pacific Premier 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 may 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 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 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.

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.