



Not Insured by FDIC or any Federal Government Agency	May Lose Value
Not a Deposit of or Guaranteed by Bank of the West	

NEW ACCOUNT AGREEMENT

BancWest Investment Services ("BWIS"), is a securities broker-dealer and Investment Adviser, registered with the Securities and Exchange Commission ("SEC"). BWIS is also a member of the Financial Industry Regulatory Authority, Inc. ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). BWIS is a wholly-owned subsidiary of Bank of the West ("Bank") which is a subsidiary of BNP Paribas ("BNP"). BWIS utilizes a clearing broker and custodian, currently Pershing LLC, ("Clearing Broker") to service your account. "BWIS" as used in this Agreement refers to both BWIS and its clearing broker, where applicable. "You," "your," or "yours" refers to the individual or entity that is the holder of a BWIS account. This Agreement between you and BWIS ("the Agreement") contains important terms and conditions that apply to your BWIS account and to the services BWIS provides. Please read this Agreement carefully and retain it for future reference.

GENERAL PROVISIONS, FEES & CHARGES

ACCOUNT OPENING

You represent that you are of the age of majority and have the legal right to enter into this Account Agreement. You certify that no one except yourself has an interest in this or any of your BWIS accounts unless such interest is expressly referenced in the account's title.

ACCOUNT MINIMUMS

You agree to maintain a minimum balance of \$100 in your account. If your account falls below that minimum balance, BWIS reserves the right to liquidate any positions, close the account and send you any proceeds remaining after fees are deducted. A termination fee may be applicable.

IDENTIFICATION INFORMATION AND CREDIT CHECKS

To help the government fight terrorism and money laundering, federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens or has an ownership interest in an account. When you open an account, BWIS will ask for your name, address, date of birth, and other information that will identify you. BWIS may also ask you to provide a copy of your driver's license or other identifying documents. You agree that the information you provide to BWIS on your account application or otherwise may be used to verify your identity and to perform credit checks or public records searches using internal sources and/or third-party vendors.

CHECK DEPOSITS

If you mail a check to BWIS' home office at 13220 California Street, Suite 200, Omaha, NE 68154, your check will be processed or, if rejected, returned by mail by noon the next business day after BWIS receives the check. If information needed to complete the deposit is missing, BWIS may hold the check for up to five business days, during which time BWIS will reach out to you to obtain any additional documentation needed before the deposit can be accepted and credited to your account.

ACCOUNTS WITH MULTIPLE OWNERS

If this is a joint account or tenant in common account, the account(s) shall be held jointly with rights of survivorship (payable in full to the survivor) unless you notify BWIS otherwise and provide the documentation BWIS requires. Each joint tenant irrevocably appoints the other as attorney-in-fact to take all action on his or her behalf and to represent him or her in all respects in connection with this Agreement. BWIS shall be fully protected in acting, but shall not be required to act, upon the instructions of either client. Each client shall be liable, jointly and individually, for any amounts due to BWIS pursuant to this Agreement, whether incurred by either or both of you. We reserve the right in our sole discretion to require a confirming instruction from the other account holder.

ADDRESS

BWIS may send communications to you at the current address we have on file for you or by email if you have signed up for e-delivery of communications or request to communicate by email, unless you change that address by providing notice to BWIS in a manner satisfactory to BWIS. You agree to notify BWIS of any changes to your physical, mailing or email address in a timely fashion. All communications sent to your address or email on file, whether by mail, electronically, by facsimile or otherwise, shall be deemed given to you, whether actually received or not.

FEES AND CHARGES

In the normal course of business, there are commissions, fees and other charges that you are obligated to pay in connection with transactions, services or activity in your accounts. You agree to pay the charges set forth in BWIS' fee schedules as amended from time to time. You agree that BWIS can modify the fee schedules without prior notice. You will receive a copy of the Fee Schedule at account opening. Fee schedules for all account types, including online accounts, are posted on the BWIS website. You may also request a copy of the Fee Schedule by contacting your BWIS representative or by writing to BWIS, Attn: Operations, 13220 California Street, Suite 200, Omaha, NE 68154 or call 1-800-338-3919. BWIS reserves the right to mark-up certain fees charged by Pershing to compensate for internal costs.

INFORMATION SHARING FOR PREFERRED PRICING

At Bank of the West, we are committed to providing exceptional service to our most valued customers. In order for us to determine your initial eligibility for various pricing schedules that may apply to your account(s) held at BWIS or affiliates, and to monitor your continued eligibility for these pricing schedules, we ask that you consent to the sharing of information related to your accounts at our affiliates, including but not limited to BWIS, Bank of the West, Bank of the West Trust Services, and BNP Paribas including your public and non-public personal information and financial information, such as information related to your personal assets, trust assets, investments, liabilities, and balances maintained at the bank, among BWIS, Bank of the West, Bank of the West Trust services, and any of our affiliates. You may withdraw this consent at any time by informing your advisor, going to a local branch, or by calling BWIS at 1-800-338-3919, but the lack of information sharing may affect your eligibility for certain preferred pricing options.

INDEBTEDNESS AND LIQUIDATION

You agree to pay any fees or charges that apply to your account in a timely manner. You agree that any such fees may be deducted from the available funds in your account and if no funds are available, BWIS may, without prior notice, liquidate investments within your account to make funds available to pay any outstanding amounts owed. In addition, you agree to grant BWIS a security interest in, lien on, and right of set-off against all property, including any funds and securities in any BWIS account you maintain or have an interest in, whether individually or jointly, to satisfy any debit or pay any fee or charge. If BWIS has to bring any legal action to recover a debt from you, BWIS is entitled to recover interest at the contractual interest rate, if applicable, or statutory interest rate, whichever is higher, as well as all costs of collection and reasonable attorneys' fees.

FAILURE TO PAY OR DELIVER

You agree to pay for all trade orders you place on or before settlement date whether or not funds are available in your account. You agree that before you sell securities long, you must actually own them and hold them in a BWIS account. Whenever you do not pay in full for any security you purchased in your account, or deliver any security you sold in your account on or before settlement date, BWIS is authorized to liquidate, sell, buy-in, pledge, hypothecate, re-pledge or re-hypothecate, any or all securities which BWIS or Pershing may hold for you (either individually or jointly with others) in the account in which the order was placed or in any other BWIS accounts in which you have an interest, jointly or individually, or to cancel any or all outstanding orders or commitments in these account(s). You agree that BWIS has the right to liquidate securities in your account or any other BWIS accounts in which you have an interest to satisfy any debit balance or pay uncollected fees you owe BWIS and to buy-in any securities required to make delivery.

ORDERS, TRADING, AND INVESTMENTS

INVESTMENT RISKS; LOSS OF PRINCIPAL

Securities, insurance products, and annuities are not deposits with or obligations of, and are not guaranteed by, Bank of the West or any of its subsidiaries. Securities, insurance products and annuities are not insured by the Federal Deposit Insurance Corporation ("FDIC"), the Federal Reserve Board, or any other federal or state government agency. Securities are subject to investment risk, including possible loss of the entire principal amount invested.

UNSOLICITED TRANSACTIONS

You are responsible for determining the suitability of any unsolicited security, transaction, or investment strategy. An unsolicited trade is one that is not recommended by BWIS. BWIS has no responsibility for determining the suitability of self-directed trades or for self-directed trading losses.

MARKET HOURS

BWIS does not participate in pre-market or after-market trading. Orders placed outside of regular U.S. market hours will be held and entered during market hours on the next day the market is open.

TRANSMITTING ORDERS/INSTRUCTIONS

Orders, funds transfers and other financial transactions will only be effected by BWIS if you place them through the appropriate channel. You agree that you will not use email, voicemail, facsimile, or secure messaging to attempt to effect the purchase or sale of securities or other investments, to send funds transfer instructions or for any other financial transactions. Any requests, orders, or instructions that are sent in contravention of the preceding sentence will not be accepted or processed by BWIS. BWIS will not be responsible for any loss or damages resulting from a failure to process requests, orders, or instructions that are not entered through the appropriate channel.

GOOD-TILL-CANCELED ORDERS

Good-till-Canceled ("GTC") orders will be automatically canceled only at the close of business on the 60th calendar day after the date the order was entered or on the following Business Day if the 60th day falls on a weekend or holiday. If you do not cancel an open GTC order, the transaction may be completed based on your original instructions anytime until the close of business on the 60th calendar day or the next Business Day if applicable. For securities that pay cash dividends or that have splits, open GTC orders will be adjusted in accordance with stock exchange regulations.

ORDER REVIEW

Certain orders may be blocked or subject to pre-review by BWIS or Pershing, which may take up to several minutes to process. You agree that during the time of this review, there may be market movements and that BWIS is not liable for loss or damages related to price movements while an order is reviewed. Additionally, you understand that certain orders may be sent to exchanges and market centers without being reviewed in advance by BWIS. When you place an order online, you voluntarily agree to assume any added risk

that may result from the lack of human review of your order by BWIS in exchange for the reduced commissions and potentially greater convenience of electronic trading.

CANCELLATION OF ORDERS

BWIS is authorized, in its discretion, for any reason whatsoever that it deems necessary, to cancel any outstanding orders and/or to close out your account, in whole or in part, without prior notice. All orders are subject to the applicable rules, customs and usages of the exchange or market, and its clearinghouse, on which BWIS or its affiliates transact orders. BWIS has no obligation to honor, and may cancel, in whole or in part, any order or transaction including but not limited to those that (a) exceed the funds available in your account; (b) involve funds subject to a hold, levy, garnishment, court order, dispute or other legal process; (c) would (or BWIS reasonably believes would) violate any law, rule or regulation including but not limited to sanctions laws; or is being used to facilitate any illegal or improper purpose or activity; (d) is not (or BWIS reasonably believes is not) authorized by the proper party; (e) is not in accordance with any other requirement in this Agreement or any other applicable agreement between you and BWIS; (f) violates the policies, procedures or practices of BWIS or its corporate parents or affiliates, including the purchase or sale of securities on a restricted list; (g) if BWIS has reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized use of your password or other security features; or (h) for BWIS' or your own protection; (i) or for any other reason.

FRAUD AND UNAUTHORIZED ACTIVITY

You are required to call us immediately to notify us if you believe there has been any unauthorized activity in your accounts or if you suspect that any of your BWIS accounts, your passwords or security features, your personal identifying information or your accounts at other financial institutions have been subject to fraud, attempted fraud, or compromised in any way. If you fail to promptly notify of us of such instances, we will not be liable for any associated losses.

CONFIRMATIONS AND STATEMENTS

You agree to review trade confirmations, account statements, and other documents relating to your account in a timely manner and to immediately identify and report discrepancies to BWIS. You understand and agree that losses could be exacerbated by any delay in notifying BWIS of any errors, omissions or unauthorized transactions in confirmations, in reports or statements, and you agree you will be responsible for any losses resulting from your failure to immediately notify BWIS of any error

EXTRAORDINARY EVENTS

BWIS shall not be responsible for and you agree not to hold us liable for losses or delays caused directly or indirectly by conditions beyond our control, including but not limited to wars or civil disturbances, natural disasters, weather conditions, terrorism, denial of service attacks, government restrictions, exchange or market rulings, trading suspensions, computer or internet failures, labor disputes, news or analysts' reports, or disruptions in orderly trading on any exchange or market. Computer and communications failures include, but are not limited to: (a) the failure of electronic or mechanical equipment or telephone, cable, modem or other communication lines; (b) bugs, errors, configuration problems or the incompatibility of computer hardware or software; (c) the failure or unavailability of internet access; or (d) problems with data transmission facilities or your telephone, cable or wireless service. BWIS is not responsible for any damage to your computer, software, modem, telephone, wireless device or other property resulting in any way from your use of BWIS' online services.

MARGIN TRADING

If you use or trade on margin, you agree to be bound by the terms of BWIS' Margin Disclosure document, which is provided to you when you sign up for margin. Securities purchased on margin are the firm's collateral for the margin loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result BWIS or its clearing broker Pershing can take action, including issuing a margin call and/or selling securities or other assets in your account or any other accounts you hold with BWIS, whether individually or jointly, in order to maintain the equity BWIS requires in the account, in its sole discretion.

Before deciding to trade on margin, it is important that you fully understand the risks of trading on margin, which include the following:

- You may lose more funds or securities than you deposited in your margin account.
- BWIS or Pershing may force the sale of securities or other assets in your account(s).
- BWIS or Pershing may sell the securities or assets in your account without prior notice and without contacting, or trying to contact, you.
- BWIS or Pershing has complete discretion to decide which securities or other assets in your account are to be liquidated or sold to meet a margin call.
- BWIS or Pershing can set its house margin maintenance requirements in their sole discretion and can increase those maintenance requirements at any time without prior notice to you.
- You are not entitled to an extension of time to meet a margin call and may not rely on one if granted.
- You may end up owing BWIS additional monies after your account is liquidated.

OPTIONS TRADING

If you trade options, you agree to be bound by the terms of BWIS' Options Trading Disclosure document, which is provided to you along with this Agreement. The full terms of the Option Trading Disclosure document are incorporated by reference into this Agreement.

ORDER EXECUTION

Market orders are subject to execution at the prevailing market price at time of execution with no guarantee such orders will be executed at the price quoted at the time of order entry. Prices can change quickly, especially in volatile market conditions, which may result in an execution price different from the quote you received at order entry. Telecommunication and technology limitations may result in delays in placing orders, getting quotes, or other information. Even in the best of market conditions, there is no assurance that you will get the quoted price and agree not to hold BWIS liable for such fluctuations. The price quotes you receive when placing an order apply only to orders for a small number of shares. You acknowledge that the price you will pay or receive may vary substantially if your order is larger than the number of shares to which a price quote applies. Large market orders may be executed in multiple lots at different prices. If you enter a large marketable order at or near the market close or at or near a trading halt, you acknowledge that BWIS may not be able to fill all or part of that order prior to the market close and you agree that BWIS is not responsible for any alleged market losses associated with that order. You may limit the risk of price fluctuations by placing a limit order. However, if you place a limit order, you are less likely to get an execution. BWIS can provide no assurance that your limit order will be executed at any particular time, or at all. If you do not understand the purpose or effect of either market or limit orders, you agree to contact your advisor or the BWIS Service Center at 1-800-338-3919 for more information.

DAY TRADING

BWIS does not promote directly or indirectly what is commonly referred to as Day-Trading. BWIS' services that provide the means to place trades electronically should not be construed as an endorsement or promotion of Day-Trading. Day-Trading can be very risky and is not appropriate for customers with limited resources or trading experience, a short time horizon, or a low risk tolerance. We reserve the right to prohibit you from engaging in Day-Trading.

FREE RIDING

Regulation T ("Reg T") is a Federal Reserve Board regulation that governs the amount of credit brokerage firms can extend to customers for the purchase of securities. Profits derived from transactions in your account that are placed in violation of the cash account provisions of Reg T will be forfeited to BWIS, to the extent permitted by applicable law. Losses on transactions that violate the cash account provisions of Reg T will remain your responsibility.

ORDER ROUTING DISCLOSURE

BWIS handles orders so as to obtain a competitive execution price in line with the firm's regulatory obligations. Execution price, speed, liquidity and account access are affected by many factors, including but not limited to size, order type, available market centers, and market volatility. Brokerage orders are routed through Pershing, and Pershing's electronic order-processing system channels Client orders to an appropriate market center given the characteristics of the order, market data and trading statistics. In deciding where to send an order, Pershing looks at a number of factors, such as size of order, trading characteristics of the security, favorable execution prices (including the opportunity for price improvement), access to reliable market data, availability of efficient automated transaction processing, and execution cost. Some market centers may execute orders at prices superior to the publicly quoted market. When securities may be traded in more than one marketplace, Pershing may use its discretion in selecting the market in which to place your order.

BWIS does not receive payment for order flow from other broker-dealers, any U.S. exchange or NASDAQ for routing your orders in securities quoted on U.S. exchanges or NASDAQ trading systems.

The SEC has also adopted a rule requiring all brokerage firms to make publicly available quarterly reports on their order routing practices. In accordance with these rules, BWIS' execution reports and order routing statistics are available for public review by visiting <https://www.orderroutingdisclosure.com> and entering "BancWest Investment Services Inc." as the search term. Upon written request to BWIS, you may obtain the identity of the venue to which your orders were routed and the time of the transactions that may have resulted from such orders for the six months prior to your request.

MUTUAL FUNDS

You agree that, in purchasing and redeeming shares of a mutual fund through BWIS, BWIS' policies and procedures will govern such transactions rather than those of the mutual fund as described in its prospectus, which may be either more or less beneficial to you as an investor. You agree that BWIS' policies and procedures on items such as minimum investment requirements, exchange of fund shares, dividend accrual and date for payment of accrued dividends may vary from those applicable to direct fund shareholders. You acknowledge that in certain instances you may be charged different or additional fees such as a redemption fee or transaction fee surcharge that would not be imposed by the fund on direct shareholders.

ANNUITIES/INSURANCE

BWIS makes available to its client's insurance products (fixed and variable annuities, life, disability, and long term care insurance) underwritten and issued by participating insurance companies. Any obligations under these contracts or policies are the exclusive obligations of the insurance companies and are subject to the financial conditions of the insurance companies. Bank of the West, its affiliates, and subsidiaries are separate from and unaffiliated with the participating insurance companies. Securities and variable annuities are offered through BWIS, a registered broker/dealer, member of FINRA/SIPC, and SEC Registered Investment Adviser. Financial Advisors are Registered Representatives of BancWest Investment Services. Fixed annuities/insurance products are offered through BancWest Insurance Agency in California, (License #0C52321), and through BancWest Investment Services, Inc. in all other states where it is licensed to conduct insurance business.

NON-PUBLICLY TRADED SECURITIES

BWIS may, at its discretion, agree to accommodate requests from clients to hold certain securities, such as hedge funds, private equity funds, private placements, and other securities that do not trade on securities exchanges or over-the-counter markets ("Non-Publicly Traded Securities"). In consideration for BWIS accepting these Non-Publicly Traded Securities into your account, you agree that BWIS' sole obligation with respect to such Non-Publicly Traded Securities will be to (1) obtain and maintain possession or control of such securities in a manner as required by the SEC and (2) file and provide reports and information as required under the Internal Revenue Code, the regulations thereunder of the Internal Revenue Service. Additional terms and conditions will be presented to you at the time of any such request.

LIMITATIONS ON SECURITIES AVAILABLE

BWIS reserves the right to limit the securities it makes available. Securities traded in over-the-counter bulletin boards and pink sheet securities and other thinly-traded securities present particular trading risks in that they are often more volatile and generally less liquid than securities traded on exchanges. We reserve the right to place restrictions on the trading of securities, including securities on various restricted lists, without advance notice, including requiring that trades in such securities be conducted through the BWIS Service Center rather than online.

ONLINE INVESTING; FINANCIAL INFORMATION; MARKET DATA

ONLINE INVESTING

Self-directed investing in your account online through BWIS' Online Investing Service allows you to enter orders to buy and sell U.S. market traded equities, including exchange-listed and widely-held over-the-counter stocks, a wide selection of mutual funds, and certain fixed income securities and certificates of deposit through a self-directed account through its Online Investing Service. BWIS has no obligation to offer or continue to offer any particular products through the Online Investing Service. Certain products that BWIS offers other customers may not be available for online self-directed investing. Not all accounts are eligible for online self-directed investing. Online customers will agree to a separate set of terms and conditions in order to gain access to online trading features. Access to the Online Investing Service may be limited or unavailable during periods of peak demand, market volatility, systems upgrades or maintenance, or for other reasons. If the Online Investing Service is unavailable or delayed at any time call the BWIS Service Center at 1-800-338-3919 to place an order. BWIS will not be liable to you if you are unable to access your Self-Directed Account or place an order through the Online Investing Service. Self-directed orders placed through the Online Investing Service are subject to fees and charges that may be different from those related to Full Service Accounts. Please refer to the fee schedule for further information.

ONLINE ACCESS IN FULL-SERVICE ACCOUNTS

BWIS provides online access to your Full Service Account. Through BWIS' Online Investing Service you may access your account balances, holdings, and statements online. If you wish to engage in self-directed online investing, you will need to open a Self-Directed Account. BWIS reserves the right to require additional information or documentation to activate online trading in a Full Service Account and will make the trading functions available only upon customer request. You agree and understand that any online trades within your Full Service Account are unsolicited trades. Accordingly, any order you place online in a full-service account, whether based on information obtained from BWIS or otherwise, represents your own self-directed trading decision and does not constitute investment advice or a recommendation by BWIS and BWIS has no responsibility for determining the suitability of any online trades you place.

RESEARCH AND FINANCIAL INFORMATION

BWIS may make available certain research reports, financial market data, quotes, news, research and other financial information (collectively, "Financial Information") through its online investing service or otherwise that may be prepared by BWIS or one of its affiliates, or by various third-party investment bankers or other entities providing analysis, research and opinions ("Financial Information Providers"). BWIS does not endorse or approve Financial Information Providers and only makes such Financial Information available to you as a service and convenience. The Financial Information has been prepared as of the date indicated and may become unreliable for various reasons including, for example, changes in market or economic circumstances. BWIS and each Financial Information Provider are not obligated to update any information or opinions contained in any Financial Information or to continue to offer Financial Information regarding any company or security.

NO WARRANTY; LIMITATIONS ON LIABILITY

BWIS and the Financial Information Providers and transmitters do not (1) guarantee the accuracy, timeliness, completeness or correct sequencing of the Financial Information, or (2) warrant any results from your use of the Financial Information. BWIS will not be liable for any decision or action you take in reliance on the Financial Information. You further agree that none of BWIS, the Financial Information Providers and the Financial Information Transmitters will be liable in any way for the interruption of any data, Financial Information or other aspect of the Online Investing Service. You agree that none of the Financial Information constitutes investment advice or a recommendation or solicitation that you should purchase or sell any particular security or a representation that any securities are suitable for you.

TAX ISSUES

TAX LOT DISPOSITION

You agree that for tax reporting purposes, BWIS will use the First In, First Out ("FIFO") method to determine your cost basis for securities purchased and sold unless you expressly designate otherwise at the time you open your account or in writing thereafter.

BACK-UP TAX WITHHOLDING

If you do not provide us with accurate and complete tax-reporting information, including a properly-executed W-8 BEN form if applicable, you will be subject to back-up tax withholding and agree not to hold BWIS liable. You acknowledge that you are responsible for paying all federal and, if applicable, state and local taxes and that you may incur penalties if your withholding and estimated tax payments are insufficient.

NO LEGAL OR TAX ADVICE

You understand that BWIS does not give legal or tax advice and that you should not rely on any general tax or estate planning information provided. You agree that these principles may not apply to Client's specific circumstances or take into account your comprehensive tax or estate planning situation and should consult your own tax or legal adviser. The IRS imposes maximum allowable contributions within each tax year for IRAs and qualified plans. It is your sole responsibility to seek professional tax advice to determine the maximum allowable contribution for IRA and qualified accounts.

ELECTRONIC DELIVERY AND SIGNATURE

ELECTRONIC DELIVERY

You will be asked to consent to electronic delivery at account opening. If you consent to electronic delivery ("e-delivery") at or after account opening, you are agreeing to the electronic delivery of communications relating to your account, including but not limited to trade confirmations, account statements proxies, shareholder reports, tax information, privacy notices and regulatory notices ("Account Communications"). You agree to abide by the terms and conditions of electronic delivery of Account Communications as they may be amended from time to time. Account Communications are deemed provided to you when BWIS emails them, or a link to them, to the email address on file for your account or notifies you via email that they are posted them on a secure password-protected website, regardless of whether you actually access or view a particular document. You agree that the provision of an electronic version of a document or a link thereto fully satisfies any requirement that it be provided to you in writing. You affirm that you have functioning internet access and a valid e-mail address on record with BWIS and that you have installed adequate software, such as a current version of Adobe Acrobat Reader or a similar product, that enables you to view Account Communications. You will be notified by e-mail when Account Communications are available to be viewed online. E-mail notification(s) will be sent to the e-mail address you provided to BWIS at account opening and which you are solely responsible for updating as needed. There is no charge from BWIS for electronic delivery; however, online access and usage charges by your internet service or access provider may apply. BWIS will not send you a paper copy of electronic Account Communications, unless you request it. You can obtain a paper copy of any Account Communication we provide to you electronically by printing it yourself or by requesting that we mail you a paper copy by contacting BWIS at the number below. You understand that you be charged if you request paper copies of one or more documents. Electronic delivery will remain in effect unless and until you contact BWIS to withdraw your consent and change your delivery preferences or if your e-mail address becomes invalid. To change your delivery option at a later date, such as resuming paper Account Communications, you must call us at 1-800-338-3919 or send written notice to BWIS, Attn: Operations, 13220 California Street, Suite 200, Omaha, NE 68154. We reserve the right, in our sole discretion, to provide you with any Account Communications on paper, even if you have authorized electronic delivery.

ELECTRONIC RECORDS & SIGNATURES

This Agreement may be in the form of an Electronic Record and may, if BWIS and you have expressly agreed to accept Electronic Signatures, be executed using Electronic Signatures (including manually-executed paper documents that are sent by facsimile, pdf, or other electronic means), which shall be considered an original and shall have the same legal effect, validity and enforceability as an original paper record. For purposes hereof, each of the terms "Electronic Record" and "Electronic Signature" has the respective meaning assigned to it in 15 USC §7006 (as the same may be amended from time to time).

You agree to be bound by any consent, affirmation, representation, or agreement you sign electronically by computer or mobile device, including but not limited to any consent given to receive communications from BWIS solely through electronic means. You agree that when clicking on an "I agree," "I consent" or another similarly worded "button" or entry field, or signing a document digitally online, your electronic agreement or consent will be as legally binding and enforceable as your handwritten signature. If you sign electronically, you represent that you have a current and valid e-mail address on file; you have the ability to access and retain an electronic copy of the documents and have access to a printer to print the information or the ability to download the information. You agree that you will carefully review any document or web page before entering or affixing an electronic signature and acknowledge that you are obliged to review the BWIS website periodically for changes or modifications.

MISCELLANEOUS

RECORDING CONVERSATIONS

You understand and agree that BWIS may, but is not obligated to, electronically record any telephone conversations between you and BWIS to verify transactions, monitor the quality of the service provided, or for other business reasons. You acknowledge that we may not be able to locate a tape recording unless you can provide sufficient information to identify the call which may include the date and time of the conversation and the phone number from which the call was placed. You further agree that BWIS has the sole right to determine how long tape recordings will be retained.

CORPORATE ACTIONS

You agree that you are responsible for knowing the rights and terms of all securities in your account and that you are responsible for making election decisions in corporate actions. BWIS is not obligated to notify you of any upcoming expiration or redemption dates or to take any other action on your behalf without specific instructions from you.

BENEFICIARY DESIGNATION

Changes in the relationship between the account owner and the designated beneficiary (such as marriage, divorce, and adoption) will not automatically change or revoke beneficiary designations. To change a beneficiary, you must complete a new beneficiary designation form and it must be accepted and processed by BWIS before the change becomes effective.

COMPLIANCE WITH LAWS/SANCTIONS

You agree to comply with all applicable laws and regulations, including those relating to sanctions ("Sanctions"), anti-bribery, anti-money laundering, the fight against terrorism enacted or enforced by the United States of America, the European Union, the French Republic, or other relevant authority. You represent that you are not the target of Sanctions or owned or controlled by a person or entity that is the target of Sanctions ("Sanctions Target"), and that you do not appear on any sanctions list, including the United States Office of Foreign Assets Control's ("OFAC") list of Specially Designated Nationals ("SDN"), the European Union Consolidated List, and the French Republic sanctions lists. You agree not to use your account or related services to engage in any activity or transaction that is illegal or involves a Sanctions Target or sanctioned country or territory. You agree that the Bank may delay or refuse to process transactions and/or restrict or freeze part or all of your account if you directly or indirectly engage, or attempt to engage in, any transaction prohibited by Sanctions. You agree to notify the Bank immediately if you become a Sanctions Target, a citizen, temporary or permanent resident of, or incorporated under the laws of a sanctioned country or territory. You agree to hold the Bank harmless from liability for any actions taken by the Bank to comply with applicable laws and regulations, including Sanctions.

SIPC PROTECTION

The Securities Investor Protection Corporation provides protection that covers the loss of securities in your account up to a total value of \$500,000 (including up to \$250,000 for claims of cash) but only if that loss is the result of Pershing's financial failure or bankruptcy. SIPC does not cover losses due to market fluctuations. Further information on SIPC coverage may be obtained at www.sipc.org or by calling (202) 371-8300. Pershing may maintain excess coverage beyond SIPC which is available under certain circumstances. See Pershing's website at <https://www.pershing.com/about/strength-and-stability>.

DETERMINATION OF INCAPACITY AND CAPACITY

BWIS is entitled to rely on one or more of the following methods of notification of the incapacity of one or more of you: (1) a certification of a licensed physician or a judicial determination that you are unable to manage your financial affairs by reason of mental or physical incapacity, or (2) the appointment of a guardian, conservator, or personal representative of your estate or person. BWIS has no duty to investigate, confirm or inquire regarding your capacity, and is not liable for any action or inaction taken at your direction prior to actual notice of your incapacity. BWIS is entitled to rely upon a certification of a licensed physician or a judicial determination that you are able to manage your financial affairs or a judicial determination that restores your authority to manage your account.

TRUSTED CONTACT

You may provide us with the name of a Trusted Contact Person ("TCP"). A TCP is someone you tell us we can contact if we suspect you may be subject to financial exploitation or we have questions about your mental or physical well-being. Designating one or more TCPs is solely your decision and is optional. However, by electing a TCP, you understand that you have authorized BWIS to contact the TCP at our discretion and to disclose information about your account to help us address the situations noted above. This includes disclosing information about your account to address possible financial exploitation, confirming the specifics of your current contact information, your mental and physical health status, and/or the identity of any legal guardian, executor, trustee, or power of attorney on your account(s), or as otherwise permitted by industry regulations or state law.

ACH TRANSFERS

BWIS may in its sole discretion impose dollar limits or other conditions or restrictions on incoming or outgoing ACH transfers. BWIS is under no obligation to inform you if it does not complete a transfer because there are insufficient funds in your account to process the transfer. In that case, you are responsible for making alternate arrangements or rescheduling the transfer. Under no circumstance will BWIS be liable to you for damages, including any consequential damages, as the result of a failure to process or a delay in processing an ACH transfer requested by you. In the event that BWIS, at any time, incurs a problem with your use of an ACH transfer, including without limitation, the recall or reversal of a transfer of funds into your BWIS account or the inability to collect funds with respect to any transfer to or from an account at another financial institution, and without limiting any other right or remedy that we may have under this Agreement or otherwise, BWIS reserves the right to immediately suspend your ability to make transfers without prior notice to you and to take legal action against you. You agree that if BWIS suffers any losses as a result of the recall or reversal of an ACH transfer into or out of your BWIS account, whether by you or by a financial institution, you are liable to BWIS for the full amount of all losses, plus interest at the statutory rate, attorneys' fees, and punitive damages if your conduct was willful.

UNCLAIMED PROPERTY

Unclaimed property law requires us to turn over to the state of your last known address (as shown in our records) personal property including assets in your BWIS account which is unclaimed by its owner for a set period of time. Before we turn over the assets in your account (if any), Pershing will, as required by law, send a notice to the address currently shown on your account statement. You agree not to hold BWIS or Pershing liable for turning over unclaimed property in compliance with laws and regulations. You may recover unclaimed property turned over to a state by contacting that state.

WORTHLESS SECURITIES

You agree that BWIS may remove a worthless security from your account including, without limitation, if Pershing or the Depository Trust Company has deemed the security worthless and eligible for removal. You agree to waive any claims against BWIS in connection with the removal of the security, including claims from any further distributions from the security. If you provide BWIS with evidence of the value of the security from an independent third party within 60 days of receiving your account statement noting the removal, we agree to review, and if able to, reinstate your position.

SUCCESSORS

This Agreement and its provisions shall be continuous, and shall be binding upon you and your estate, executors, administrators, and assigns and shall inure to the benefit of BWIS, its parent organizations, and any successor organization or assigns. If there is a change in clearing broker, this Agreement shall remain in full force and effect and references to Pershing in the Agreement shall be deemed to apply to the successor clearing broker.

AMENDMENTS

BWIS reserves the right to unilaterally amend, add to, delete or modify these Terms and Conditions with or without written notice, in accordance with law and regulation. The current version of the Agreement will be posted on the BWIS website and your continued account activity after such amendment constitutes your agreement to be bound by all changes to the Agreement, regardless of whether you actually have reviewed them.

SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the other provisions of this Agreement shall remain in full force and effect.

TERMINATION

You may close your BWIS account at any time by giving BWIS notice in writing or another form acceptable to BWIS. BWIS may, in its sole discretion, close your account or terminate any or all services rendered under this Agreement without notice at any time and for any reason. If we decide to terminate your account and you fail to transfer it to another broker within 30 days, we may liquidate the account and send you the proceeds. A termination fee will be applicable and BWIS can liquidate securities or withhold cash to pay the termination fee prior to any transfer or withdrawal of funds or securities. If you request a transaction that would cause your account balance to fall below the amount of the termination fee, BWIS reserves the right to withhold the amount of the termination fee and close your account.

GOVERNING LAW, VENUE AND JURISDICTION

This Agreement shall be governed by the laws of California, but not its conflicts of laws provisions. You hereby consent to the jurisdiction and venue of the courts of the State of California.

QUESTIONS AND COMPLAINTS

CONTACTING US ABOUT ERRORS AND QUESTIONS

In case of errors or questions about the transactions recorded on your statements, you should, as soon as possible, notify us via one of the following:

- Telephone us at 1-800-338-3919, during customer service hours;
- Contact your BWIS Financial Advisor
- Write us at:
BWIS, Attn: Operations
13220 California Street, Suite 200
Omaha, NE 68154

If you think your statement or transaction record is incorrect or you need additional information about a service transaction, we must hear from you no later than two (2) days after a confirmation or ten (10) days after the FIRST account statement on which the problem or error appeared.

You must provide BWIS with the following information:

- Your name and account number;
- A description of the error or transaction in question and an explanation of why you believe it is in error or why additional information is being requested; and
- The date and dollar amount of the suspected error.

COMPLAINTS

Complaints should be sent to: BWIS, Attn: Compliance, 13220 California Street, Omaha, NE 68154 or you may call 1-800-338-3919. If you inform BWIS of a complaint verbally, we may require you to send your complaint in writing or via email within 10 business days. If you make a complaint, BWIS will conduct an investigation and endeavor to send you a written explanation of our decision upon completion of our investigation.

CASH SWEEP TERMS AND CONDITIONS

SWEEP OFFERINGS

BWIS is pleased to offer the Bank of the West Insured Cash Reserves (“BWIC”) as the default option for the automatic investment of the un-invested cash balances in your account and transfer of those available cash balances from your brokerage account into a deposit account at the Bank on a daily basis (“Cash Sweep”). You agree that BWIS can designate the BWIC as your default Cash Sweep option. BWIS reserves the right to change the Cash Sweep option on your account as well as the eligibility requirements for any sweep option, in its sole discretion. If the sweep option that you have selected or been defaulted into is discontinued or if you become ineligible for the sweep option you selected, you direct BWIS to elect another sweep option on your behalf from among those for which are eligible, with prior notification to you. If you do not want a Cash Sweep on your account, and instead prefer to hold that cash as a free credit balance, in which case you will earn no income on the un-invested cash in your account, you must affirmatively notify BWIS at 800-338-3919.

By opening a BWIS account and using either BWIC or BICA, (collectively “sweep options”), you agree to appoint Pershing as your authorized agent to establish and maintain deposit accounts at the Bank and to effect deposits and withdrawals from the Bank pursuant to the terms and conditions set forth in the Terms and Conditions in this Agreement (“Cash Sweep”). Balances in BWIC and BICA are eligible for Federal Deposit Insurance Corporation (“FDIC”) insurance subject to the terms and limitations of the FDIC. The standard insurance amount is \$250,000 per depositor, per insured bank, for each account ownership category. For further information on FDIC insurance, please refer to the FDIC website at www.fdic.gov or call 1-877-275-3342.

Terms and Conditions: This portion of our cash sweep disclosure communication contains a summary of certain features of the Cash Sweep. It is prepared for your convenience, and it must be read in conjunction with the more detailed disclosure below. These Terms and Conditions are supplemental to your existing Account Agreement(s) which you executed to open and maintain your brokerage account with Pershing through BWIS.

A Summary of the Program: Pershing operates the Cash Sweep at the request of BWIS, which sweep the un-invested cash balance in your brokerage account carried at Pershing to an interest-bearing bank deposit account at the Bank and also sweeps your cash from the Bank to cover purchases of securities and other debits in your brokerage account carried at Pershing. Provided there is a positive yield, you will receive interest on your balances in the Cash Sweep. Pershing earns fees based on the total amount of deposit balances in the Cash Sweep, including your balance.

Conflicts of Interest: BWIS and the Bank have profit-sharing arrangements by which BWIS receives compensation related to the Bank’s earnings on deposits in the Cash Sweep. Depending on the rates in effect at the time, the compensation BWIS and the Bank receive may be higher than the interest paid to you. As a result of this compensation, BWIS has a conflict of interest in limiting the sweep options available to you to BWIC, BICA or other affiliated Bank products. And, as discussed below, BWIS has discretion in setting the interest rates for BWIC and BWIS, this creates a conflict of interest. By comparison, a money market mutual fund has a fiduciary duty to seek the highest return available consistent with its fundamental investment policies. BWIS uses BWIC and BICA deposits to fund loans it makes to clients, and BWIS earns substantial revenues from the “spread” between its cost of deposits and the interest rates it earns on loans (net of credit losses). BWIC and BICA are intended for short-term cash holdings awaiting investment, not as a long-term investment vehicle. If you desire to maintain a large cash position in your account for other than a short period of time, you should contact your BWIS representative to discuss your options. Pershing also earns fees based on the total amount of deposit balances in the Cash Sweep, including your balance. In certain interest-rate environments, BWIC and BICA pay a lower interest rate than money market mutual funds and other cash, or cash alternative investment, vehicles. BWIS offers a variety of other products including money market mutual funds and bond funds that can be purchased through BWIS on a position-traded basis (in other words, by placing an order to buy a specific number of shares of that investment), just not on an automated sweep basis. The Bank does not have a duty to offer the highest rates available or rates that are comparable to Money Funds or those offered by other depository institutions.

FDIC Insurance: Pershing has established standing instructions with the Bank to ensure that Pershing maintains control over your balance in BWIC and BICA at all times. FDIC Insurance protects your balance in BWIC and BICA in the event of the failure of the Bank, up to allowable limits as determined by the FDIC. However, any money held at the Bank outside of the Cash Sweep account will impact the insurance coverage available on your BWIC or BICA balance. Neither Pershing, nor BWIS, takes any responsibility for monitoring the money you hold at the Bank outside of the Cash Sweep account to determine if you are over the \$250,000 per depositor insurance limit. You are solely responsible for monitoring your total deposits at the Bank, including the amount held in the BWIC or BICA Cash Sweep, as they relate to FDIC Insurance.

Securities Investor Protection Corporation (“SIPC”): SIPC protects customer assets up to \$500,000 (of which not more than \$250,000 may be in cash) held at broker-dealers, such as Pershing, in the event of the failure of the broker-dealer. However, assets covered under FDIC Insurance (see above) are exempted from SIPC coverage. While your cash is at Pershing awaiting the sweep to BWIS, or is at Pershing coming out of BWIS when you withdraw it or use it for a securities transaction, it is subject to SIPC protection. But SIPC protection is not available for deposits in the Cash Sweep account while they are held at BWIS. SIPC protection is different from FDIC insurance – for more information, see <https://www.sipc.org/for-investors/what-sipc-protects>.

Access to Funds: You may access your Cash Sweep account balance through your brokerage account by contacting your BWIS registered representative. In the event your BWIS registered representative is unavailable, you may access your funds by contacting BWIS at 800-338-3919. In the event BWIS cannot assist with the matter, you may access your funds by contacting Pershing at 1-201-413-3333. All withdrawals are subject to the Bank's reserved right to require 7 days' advance notice of withdrawal. Your brokerage account statement will identify the Bank as the deposit bank and your Sweep Account month end balance.

Determination of Interest Rates: The Bank in its sole discretion determines the interest rate paid on the Cash Sweep. Interest rates may fluctuate and are based on the current level of short term interest rates at the time, as set from time to time by the Bank. Because BWIS has a financial incentive to pay a lower interest rate and BWIS earns money on the "spread" between the interest it pays on deposits and the interest it earns on loans, this creates a conflict of interest. The current interest rates, as well as other money market rates, are available from a BWIS registered representative and on BWIS' website.

Risks of the Program: You may receive a lower rate of return on balances in the Cash Sweep account than on other types of investments, such as money market mutual funds. Please contact your BWIS registered representative for information regarding such alternatives. The Bank is permitted to impose a seven-day delay on any withdrawal request. In the event of a failure of the Bank, there may be a time period during which you may not be able to access your money. If you have cash at the Bank outside the sweep options, this may negatively impact the availability of FDIC Insurance for the total amount of your funds held within and outside the Cash Sweep balance at the Bank. If your balance in the Cash Sweep account exceeds \$250,000, the balance in excess of this amount will not be insured by the FDIC.

Account Eligibility: The Cash Sweep is available to the following types of accounts: individual, joint, IRAs, certain business entities, including corporations, and certain fiduciary and trusts provided the beneficiaries are individuals or otherwise eligible to maintain an interest-bearing account. All eligible account types will receive the BWIC option. The Bank of the West Insured Cash Reserves Advantage ("BICA") may also be used as a cash sweep option for those accounts that meet the following eligibility requirements: the account must have been opened prior to April 1, 2020; must have had a cash balance of \$100,000 or more at the time of account opening; and must maintain a cash balance of \$100,000 or more. BWIS reserves the right to modify or eliminate the BICA option and/or to remove BICA as the sweep option for accounts that do not maintain cash balances of \$100,000 or more or otherwise meet BICA's eligibility requirements, upon prior notification.

Pershing & Sweep Mechanics:

A. Relationship with Pershing

Pershing is acting as your agent in establishing and maintaining an interest-bearing deposit account at the Bank, including depositing your money to and withdrawing your money from the Bank through your brokerage account. Your initial cash sweep to the Bank will constitute the appointment of Pershing to act as your agent to effect deposits to and withdrawals from the sweep accounts at the Bank.

B. Information about Pershing

Pershing is a wholly-owned subsidiary of The Bank of New York Mellon Corporation, a registered broker-dealer in securities, and a member organization of the NYSE, SIPC and FINRA.

C. Deposits

Each business day, Pershing will cause to be deposited the excess cash balances in your brokerage account to a deposit account in its name as agent for its customers maintained at the Bank ("Sweep Account"). Your Sweep Account deposit balance will be evidenced by an entry on records maintained by Pershing as record keeper for the Bank, and your brokerage account statement will reflect all deposits, withdrawals, deposit balance(s) and the applicable interest rate. You will not be issued any evidence of ownership of a Cash Sweep balance, such as a passbook or certificate. Deposits in the Cash Sweep account are direct obligations of the Bank and are not directly or indirectly an obligation of Pershing, BWIS, or any other organization.

D. Withdrawals

As a participant in the Cash Sweep, you consent to have your money on deposit in the Sweep Account at the Bank automatically withdrawn by the cash sweep feature in the event of a debit in your brokerage account carried at Pershing, such as on a settlement date to pay for securities purchased. As needed, Pershing will sweep cash from the Sweep Account. You may make withdrawals from Sweep Account balances in any amount not exceeding the total Sweep Account balance, but only through your brokerage account. All withdrawals are subject to the Bank's reserved right to require seven (7) days' advance notice of withdrawal.

Interest and Fees: interest rate applicable to your Sweep Account balance will be stated on your brokerage account statement. You may contact your BWIS registered representative to obtain the current interest rate being paid to customers, and balance details as of the most recent business day. Interest will be accrued daily and will be posted on a monthly basis to the Sweep Account. Interest will accrue on the Sweep Account balances from the day they are deposited at the Bank through the business day preceding the date of withdrawal from the Bank. The rate you earn from the Sweep Account can be lower than the rates available to depositors from other deposit accounts at the Bank, from other types of accounts or investment alternatives at Pershing, including money market funds, or from comparable accounts in other depository institutions. You should compare the terms, rates of return, required minimum amounts, charges and other features of the Sweep Account with other accounts and investment alternatives. **There is no minimum amount or period that your money**

must remain on deposit, and there is no penalty for withdrawal of your entire balance, or any part thereof, at any time. Pershing receives a fee from the Bank on the average daily net assets in the Bank Sweep Account. As affiliates, BWIS and Bank have profit sharing agreements from which BWIS receives compensation related to earnings by the Bank on sweep deposits. Pershing receives a fee from the Bank monthly based on the average daily net assets in the Sweep Account for its services with respect to the Sweep Account. BWIS receives from the Bank a percentage of the income earned by the Bank from your sweep deposits. The Bank's payments to BWIS do not reduce the stated interest earned on your deposits with the Bank. The BWIS registered representatives receive no fees for your participation in the Sweep Account.

E. Account Statements

You will receive a periodic brokerage account statement from Pershing. All activity with respect to your Sweep Account balance, including interest earned for the period covered, will appear on that statement. You will not receive a separate statement from the Bank or BWIS. You should notify your BWIS registered representative immediately of any discrepancies on an account statement.

F. Alternatives to the Cash Sweep

As a participant in the Cash Sweep, you agree to the terms provided herein. You understand that, at any time, you may withdraw your consent to participate in the Cash Sweep. If you withdraw your consent, any un-invested cash will be a free credit balance on your account and you will not earn any interest on those funds. You can contact a BWIS registered representative for other cash investment options then available. **Information regarding interest rates and alternatives to sweep options are available on our website at <https://www.bankofthewest.com/personal-banking/investment-services/about-bwis.html>.**

G. Tax Reporting

The interest that you receive from the Sweep Account is generally fully subject to state and federal tax, as is income that you may receive from money market funds. Pershing will send a tax information form for each year showing the amount of interest income you have earned.

H. Changes to Cash Management Options

You agree that BWIS may change cash management options, including but not limited to the types of sweep products and eligibility for them, as well as interest rates, and any other terms and conditions, including transferring or switching between and among free credit balances, bank deposit products, and money market products, as long as we provide 30 calendar days advance notice to you.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS. YOU MAY OBTAIN INFORMATION ABOUT THE INTEREST RATE BEING PAID ON THE BANK OF THE WEST CASH SWEEP VIA THE BWIS WEB PAGE OR BY CONTACTING A BWIS REPRESENTATIVE.

ADDITIONAL DISCLOSURES

BWIS provides additional disclosures on our website at [bankofthewest.com/BWIS Disclosures](http://bankofthewest.com/BWIS%20Disclosures) and [bankofthewest.com/Form ADV](http://bankofthewest.com/Form%20ADV). Information provided there includes our *Client Relations Summary* (also known as Form "CRS"), more detailed information and disclosures in the *BWIS Disclosures* document, and copies of our Form ADVs (which apply to BWIS' registered investment advisory business). Paper copies of these disclosure documents are also available upon request by contacting us at 1-800-338-3919.

BUSINESS CONTINUITY PLAN

BWIS BUSINESS CONTINUITY PLAN

BWIS' BCP addresses the possibility of a Significant Business Disruption ("SBD") and how BWIS plans to respond. SBDs can vary in their scope, such as only our firm, a single building used by our firm, the business district where our firm is located, a specific city where our firm is located, or the whole region or country. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In the case of a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site as needed, and expect to recover and resume business as quickly as possible. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and endeavor to resume business within 24 hours or as quickly as possible. In either situation, we plan to continue business and transfer operations to our clearing firm if necessary. If the SBD is so severe that it prevents us from remaining in business, we will ensure our customer's prompt access to their funds and securities through Pershing directly. We will endeavor to quickly recover and resume business operations in the case of an SBD. We plan to safeguard our employees and property, make a financial and operational assessment, protect the firm's books and records, and allow our customers to transact business. In short, our BCP is designed to permit our firm to resume operations as quickly as possible, given the scope and severity of the SBD. For further information or any questions about our business continuity plan, you may contact us at 1-800-338-3919 or submit a written request.

CONTACTING BWIS

If after an SBD you are unable to contact your BWIS Registered Representative, you should telephone us at 1-800-338-3919, during customer service hours. If you are unable to reach a representative at the provided number, you should contact our clearing firm, Pershing, at 1-201-413-3635 or via their website, www.pershing.com. Pershing will provide prompt access to funds and securities, enter trade orders, and process other trade-related cash and security transfer transactions for you. We have been advised by Pershing that their objective is to restore their own operations and complete existing transactions as well as accept new transactions and payments no later than the next business day following a business disruption. Your orders and requests for funds and securities are subject to delay during this period.

PERSHING BUSINESS CONTINUITY PLAN

Pershing's BCP disclosure statement is available on their website, www.pershing.com. BWIS will also mail a BWIS BCP brochure to customers upon request. BWIS' BCP addresses the possibility of a SBD and how BWIS plans to respond to events of varying scope. We have been advised by Pershing that their objective is to restore their own operations and complete existing transactions, as well as accept new transactions and payments, no later than the next business day following a business disruption. Your orders and requests for funds and securities are subject to delay during this period.

BWIS PRIVACY POLICY

Permitted Disclosures without Your Authorization

A. BWIS is permitted under law to disclose information we collect about you to third parties in certain circumstances without authorizations, including the following:

1. To unaffiliated third parties:
 - When the disclosure is necessary to perform a business or insurance function;
 - For determining your eligibility for an insurance payment; and
 - For detecting or preventing fraud or criminal activity.
2. To an insurer or its affiliates:
 - To detect or prevent fraud or criminal activity; and
 - To process transactions or to provide services you have requested.
3. To a medical-care institution or doctor:
 - To verify insurance coverage.
4. To an insurance regulatory authority.
5. To a law enforcement or other governmental authority pursuant to law.
6. To an affiliate whose only use of the information will be in connection with an audit of BWIS or its agent or the marketing of an insurance product or service, provided the affiliate agrees not to disclose the information for any other purpose or to unaffiliated persons.
7. To a group policyholder for the purpose of reporting claims experience or conducting an audit of the insurance institution's or agent's operations or services.
8. To a governmental professional licensing or regulatory board to review the service or conduct of a health care institution or health professional that BWIS has reason to believe has violated its licensing act or engaged in the unlawful practice of a licensed professional.
9. To a representative of a party to a proposed or consummated sale, transfer, merger, or consolidation of all or part of the business of BWIS.

B. Your Rights with Respect to Accessing Recorded Personal Information:

1. Upon receipt of your written request for access to recorded personal information which is reasonably described and reasonably locatable and retrievable, BWIS will, within 30 business days from the date such request is received:
 - Inform you of the nature and substance of such recorded personal information;
 - Provide you with a copy of the recorded personal information;
 - Disclose to you the identity of those persons or institutions whom the insurer has disclosed such personal information within two years prior to such request; and
 - Provide you with a summary of the procedures by which you may request correction, amendment or deletion of recorded personal information.
2. BWIS will also identify the source of the information if such source is an institutional source.
3. For any medical information, BWIS will identify the doctor or the medical care institution which provided such information. BWIS can send the information directly to you or your doctor. If information is sent to a doctor, BWIS will notify you at the time of the disclosure that it has been provided to the doctor.
4. BWIS may charge a reasonable fee to cover the costs incurred in providing a copy of recorded personal information to you.
5. Information obtained from a report prepared by an insurance-support organization may be retained by the insurance-support organization and disclosed to other persons.

C. Your Rights with Respect to Correcting, Amending, or Deleting Any Recorded Personal Information:

1. Upon receipt of your written request to correct, amend or delete any recorded personal information in our possession about you, we will, within 30 business days, either:
 - Correct, amend or delete the portion of the recorded personal information in dispute; or
 - Notify you if BWIS cannot make such correction, amendment or deletion, the reasons for denying the request, and your right to file a statement as provided below.
2. If BWIS grants the request for correction, amendment or deletion of recorded personal information, BWIS will notify you in writing and furnish such correction, amendment or fact of deletion to:
 - Any person specifically designated by you who may have, within the preceding two years, received such recorded personal information;
 - Any insurance-support organization if the insurance-support organization has systematically received such recorded personal information from the insurance institution within the preceding seven years; provided, however, that the correction, amendment or fact of deletion need not be furnished if the insurance-support organization no longer maintains recorded personal information about you; and
 - Any insurance-support organization that furnished the personal information that has been corrected, amended or deleted.
3. If you disagree with BWIS' refusal to correct, amend or delete recorded personal information, you are permitted to file with BWIS:
 - A concise statement setting forth what you think is the correct, relevant or fair information; and
 - A concise statement of the reasons why you disagree with BWIS' refusal to correct, amend or delete recorded personal information.
4. If you file a statement described above, BWIS will:
 - File the statement with the disputed personal information and provide a means by which anyone reviewing the disputed personal information will be made aware of your statement and have access to it;
 - In any subsequent disclosure we make of the recorded personal information that is the subject of disagreement, clearly identify the matter(s) in dispute and provide your statement along with the recorded personal information being disclosed; and
 - Furnish the statement to the same persons and in the same manner as described in Section C2 above.

PREDISPUTE ARBITRATION DISCLOSURE & AGREEMENT

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

- (1) ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.**
- (2) ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- (3) THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- (4) THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.**
- (5) THE PANEL OF ARBITRATORS MAY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- (6) THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.**
- (7) THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL; (i) THE CLASS CERTIFICATION IS DENIED; OR (ii) THE CLASS IS DECERTIFIED; OR (ii) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE WILL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED THEREIN.

ARBITRATION AGREEMENT

YOU AGREE THAT ANY CONTROVERSY BETWEEN YOU AND BWIS RELATING TO YOUR ACCOUNT, THIS AGREEMENT, ANY OTHER BWIS ACCOUNTS OR AGREEMENTS WITH BWIS, OR YOUR RELATIONSHIP WITH BWIS, INCLUDING BUT NOT LIMITED TO ANY ISSUE RELATING TO THE ARBITRABILITY OF A DISPUTE, SHALL BE SUBMITTED TO ARBITRATION BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, INC.

BWIS NEW ACCOUNT AGREEMENT SIGNATURE

You hereby agree that all information you have provided in this New Account Agreement is true and correct. You agree to be bound by all terms and conditions in the New Account Agreement as set forth herein, and any attachments, addenda or documents referenced, and these supersede any and all other communications, whether written, oral or electronic between you and BWIS or its representatives. **THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE**, found at page 13. Any and all other agreements, if any, between you and BWIS that are not inconsistent with this Agreement will remain in full force and effect. If there are any conflicts between this Agreement and any other agreements or attachments, this Agreement shall govern. You acknowledge that you have received a copy of this Agreement.

Name	Signature	Date
Name	Signature	Date
INTERNAL USE ONLY		
Registered Representative Signature		RR #

FACTS

WHAT DOES BANCWEST INVESTMENT SERVICES 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 assets
- investment experience and risk tolerance

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 BancWest Investment Services chooses to share; and whether you can limit this sharing.

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

To limit our sharing

- Call 1-800-338-3919—our menu will prompt you through your choice(s)

Please note:

If you are a *new* customer, we can begin sharing your information 45 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call 1-800-338-3919

Who we are

Who is providing this notice?

BancWest Investment Services

What we do

How does BancWest Investment Services 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 BancWest Investment Services collect my personal information?

We collect your personal information, for example, when you

- open an account or show your government-issued ID
- buy securities from us or seek advice about your investments
- tell us about your investment or retirement portfolio

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.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions

Affiliates

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

- *Our affiliates include companies with a BancWest Investment Services name and financial companies such as Bank of the West, and First Hawaiian Bank, and BNP Paribas.*

Nonaffiliates

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

- *BancWest Investment Services 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.

- *Our joint marketing partners include: BancWest Investment Services does not currently have any joint marketing partners but reserves the right to share with joint marketing partners in the future.*

California Residents Only

Important Privacy Choices for Consumers

You have the right to control whether we share some of your personal information. Please read the following information carefully before you make your choices below.

Your Rights

You have the following rights to restrict the sharing of personal and financial information with our affiliates (companies we own or control) and outside companies that we do business with. Nothing in this form prohibits the sharing of information necessary for us to follow the law, as permitted by law, or to give you the best service on your accounts with us. This includes sending you information about some other products or services.

Your Choices

Restrict Information Sharing With Companies We Own or Control (Affiliates): Unless you say "No," we may share personal and financial information about you with our affiliated companies.

NO, please do not share personal and financial information with your affiliated companies.

Restrict Information Sharing With Other Companies We Do Business With To Provide Financial Products And Services: Unless you say "No," we may share personal and financial information about you with outside companies we contract with to provide financial products and services to you.

NO, please do not share personal and financial information with outside companies you contract with to provide financial products and service.

Time Sensitive Reply

You may make your privacy choice(s) at any time. Your choice(s) marked here will remain unless you state otherwise. However, if we do not hear from you we may share some of your information with affiliated companies and other companies with whom we have contracts to provide products and services.

Print Name: _____

Account or Policy Number(s): _____

Signature: _____

To exercise your choices do one of the following:

- (1) Fill out, sign and send back this form to us using the envelope provided (you may want to make a copy for your records);
- (2) Call us toll-free at (800) 338-3919; or
- (3) Fill out, sign and send back this form using our toll-free fax number (877) 323-4540



Wealth Management Client Information Sharing Consent

Help us deliver the level of service you deserve.

At Bank of the West, we are committed to providing exceptional service to our most valued customers. To do this, it is important that we have an accurate picture of your complete financial relationship with us—and with our affiliates. Please take a few moments to complete and sign this Consent, which will authorize us to share your personal and financial information within the Bank of the West family of companies—including, but not limited to BancWest Investment Services. The sharing of your information will be used to help us better determine which products and services may be of interest to you and better meet your needs. Some of these products and services may be offered through our affiliates. This information may include your account history and balances, and our transactions or experiences with you. Rest assured, your personal and financial information will be shared only for business purposes in compliance with our Privacy Policy, this Consent, and applicable laws and regulations.

In executing this Consent, you acknowledge that federal, and certain state laws give you the right to limit some, but not all, information sharing with our affiliates and marketing from our affiliates. These laws also require us to tell you about your choice to limit marketing from our affiliates. This Consent will supersede any opt-out elections you make or have made with regard to affiliate sharing and affiliate marketing programs. This Consent will apply until you tell us you have revoked the Consent.

I consent to the sharing of my personal and financial information among the Bank of the West family of companies. Such information includes, but is not limited to, that which is maintained by the Bank of the West trust department, which is also known as Global Investment & Fiduciary Services. I understand this Consent, while in-force, overrides other privacy elections I make or have made regarding the sharing of my personal and financial information. I understand that in the case of accounts I hold with someone else, all parties to the account must sign this Consent for it to be effective. I understand that I can revoke this Consent at any time by informing my Wealth Management Representative. Additionally, I understand I can contact the Bank by telephone at 1-877-898-1003 to initiate the revocation. I understand that if I revoke my consent the revocation will not apply to information that has already been shared. Any revocation will be effective within a reasonable amount of time. In the case of accounts I hold with someone else, a revocation by any one party to the account will also revoke consent for all parties to the account. Upon revocation, existing privacy elections on record will control the sharing of my personal and financial information. I acknowledge that I have received a copy of this Consent.

Copy Same as Original. *I agree that delivery of an executed copy of this Wealth Management Client Information Sharing Consent by electronic transmission shall be as effective for all purposes as delivery of the original, manually executed Client Information Sharing Consent.*

Signature

Signature

Print Name

Print Name

Date

Date

