

New Account Agreement Including Annuities & Insurance

Not Insured By FDIC Or Any Federal Government Agency	May Lose Value
Not a Deposit Of or Guaranteed by Bank of the West and First Hawaiian Bank	

By enrolling in the Online Investing Service, you consent to receive Electronic Communications. "Electronic Communications" means (i) this Electronic Consent; (ii) the Online and Mobile Service Agreement; (iii) the BancWest Investment Services Terms and Conditions; and (iv) any disclosures, agreements or other communications which we provide to you electronically concerning the Online Investing Service and/or each Account enrolled in the Online Investing Service, including, without limitation, Electronic Fund Transfer disclosures, and any other disclosures required by law or regulation.

"We," "us" or "our" may refer to BancWest Investment Services, Inc. ("BWIS") or Pershing LLC, our clearing broker. "You" or "your" refers to the individual or entity applying for, or maintaining, a BWIS Investments Services Account (i.e., the applicant).

You further agree:

- That access to and use of the Online Investing Service is available only if you accept this information electronically. You do not have the option to agree to this Electronic Consent or to the Online Investing Service by paper (non-electronic agreement) even though we agree to make a paper copy available to you.
- That you may withdraw consent to receive Electronic Communications at any time; however doing so will terminate your ability to access or use the Online Investing Service.
- That you may request a paper version of agreed upon Electronic Communications. You will not be charged a fee for the paper version.
- To maintain a current and valid e-mail address for your Online Investing Service. To do so, log in to Online Banking and click on the "Services" tab on the top navigation bar. Click on "Change email address" under Account Preferences.
- That if you want a paper version of any Electronic Communication, wish to withdraw your consent to receive Electronic Communications, or you wish to update the information needed to provide Electronic Communications to you, you must contact us by telephone at (800-338-3919) or by writing to BancWest Investment Services, 13220 California Street, Omaha, NE 68154.
- In order to receive Electronic Communications and to optimize your use of the Online Service, you will need to use Internet Explorer®, Apple Safari, Google Chrome or Mozilla Firefox ®. To receive an Electronic Communication from us by mobile device, your Device must be web-enabled and/or capable of receiving text messages. For best performance we recommend using the newest release of either browser. In order to keep copies of Electronic Communications, you will need to have access to a printer or have the ability to download information.
- Each Investment Services Account that is accessed through the Online Investing Service is subject to these Terms and Conditions, as amended from time to time.

NEW ACCOUNT AGREEMENT

1. IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial organizations to obtain, verify, and record information that identifies each person who opens the account. When you open an account, we will ask your name, address, date of birth, and other information that will identify you. We may also ask you to provide a copy of your driver's license or other identifying documents. The information you provide in this form may be used to perform a credit check and verify your identity by using internal sources and other third-party vendors.

2. PROVISION IN THE EVENT OF FAILURE TO PAY OR DELIVER

Whenever I do not, on or before the settlement date, pay in full for any security purchased in my account, or deliver any security sold for such account, you are authorized (subject to the provisions of any applicable statute, rule, or regulation):

- a. Until payment or delivery is made in full, to pledge, repledge, hypothecate, or rehypothecate, without notice, any or all securities which you or your clearing agent may hold for the applicant (either individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in your possession and control for delivery a like amount of similar securities.
- b. To sell any or all securities which you or your clearing agent may hold for the applicant (either individually or jointly with others), to buy in any or all securities required to make delivery for the account of the applicant, or to cancel any or all outstanding orders or commitments for account of the applicant.

3. CANCELLATION PROVISIONS

You are authorized, in your discretion, should the applicant die or should you for any reason whatever deem it necessary for your protection, without notice, to cancel any outstanding orders in order to close out the accounts of the applicant, in whole or in part, or to close out any of the commitment made on behalf of the applicant.

4. GENERAL PROVISIONS

Any sale, purchase, or cancellation authorized hereby may be made according to your judgment and at your discretion on the exchange or other market where such business is then usually transacted, at public auction, or at private sale without advertising the same and without any notice, prior to tender, demand, or call, and you may purchase the whole or any part of such securities free from any right of redemption, and the applicant shall remain liable for any deficiency. It is further understood that any notice, prior to tender, demand, or call, from you shall not be considered a waiver of any provisions of this agreement. The applicant shall include any person executing this agreement.

5. SUCCESSORS

This agreement and its provisions shall be continuous, and shall inure to the benefit of your present organization, and any successor organization or assigns, and shall be binding upon the applicant and/or the estate, executors, administrators, and assigns of the applicant.

6. AGE

The applicant, if an individual, represents that he or she is of full age.

7. INTEREST IN ACCOUNT

No one except the applicant has an interest in any of its accounts with you unless such interest is revealed in the title of such account, and in any case, the applicant has the interest indicated in such title.

8. ORDERS AND STATEMENTS

The applicant agrees to review reports of the execution of orders ("Confirmation"), statements of the account, and other documents pertinent to applicants' account in a timely manner. Additionally, applicant agrees to immediately identify and report discrepancies to BancWest Investment Services ("BWIS"). The applicant understands and agrees that losses could be exacerbated by any delay in providing BWIS with notification of errors or omissions in reports or statements and applicant will be responsible for any such losses.

9. SWEEP OFFERINGS

You may offer the opportunity to select certain sweep options for cash within my/our account, which may include money market options, banking deposit options, or other sweep options. You reserve the right to change the available sweep options or the eligibility requirements for any sweep option. If a sweep option I/we have elected is discontinued or if I/we become ineligible for the sweep option selected, I/we direct you to elect another sweep option on my/our behalf from among those for which I am/we are eligible, with prior notification to me.

10. EXTRAORDINARY EVENTS

You shall not be liable for loss or delay caused directly or indirectly by war, natural disaster, acts of terrorism, denial of service attacks, government restrictions, exchange or market rulings, and/or other conditions beyond your control.

11. FEES AND CHARGES

In the normal course of business, there are fees and charges that may be associated with applicant's account, which applicant is responsible to pay. You may change the fee schedule from time to time. To obtain a copy of the Schedule of Fees applicant may request a copy by contacting applicant's BWIS representative or by writing to BWIS, Attn: Operations, 13220 California Street, Plaza West, Omaha NE. 68154 or call 1-800-338-3919.

12. INDEBTEDNESS AND LIQUIDATION

I/we agree to pay any fees or charges due to BWIS as they relate to any Account in a timely manner in accordance with the fees and charges set forth in the fee schedule and that such fees may be deducted from available funds in my/our account. If timely remittance of a debit is not made, I/we authorize BWIS to liquidate investments within my/our account in order to make funds available to pay outstanding amounts owed without notice. In addition, I/we agree to grant BWIS a security interest in, lien on, and right of set-off on all property, including any funds or securities, maintained in any BWIS Account that I/we maintain or have an interest in, whether individually or jointly.

13. JOINT ACCOUNTS

If this is a joint account, unless we notify you otherwise and provide such documentation as you require, the brokerage account(s) shall be held by us jointly with rights of survivorship (payable to either or the survivor of us). Each joint tenant irrevocably appoints and other as attorney-in-fact to take all action on his or her behalf and to represent him and her in all respects in connection with this Agreement. You shall be fully protected in acting, but shall not be required to act upon the instructions of either of us. Each of us shall be liable, jointly and individually, for any amounts due to you pursuant to this Agreement, whether incurred by either or both of us.

14. ADDRESS

Communications may be sent to the applicant at the current address of the applicant which is on file at your office, or at such other address as the applicant may hereafter give you in writing. The applicant agrees to provide you with notice of any changes to applicant's address in a timely fashion. All communications so sent, whether by mail, telegraph, messenger, electronically, or otherwise, shall be deemed given to the applicant personally, whether actually received or not.

15. RECORDING CONVERSATIONS

The applicant understands and agrees that for our mutual protection you may electronically record any of our telephone conversations.

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

- i. **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.**
- ii. **ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.**
- iii. **THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.**
- iv. **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.**
- v. **THE PANEL OR ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.**
- vi. **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.**
- vii. **THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.**

17. ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN YOU AND US SHALL BE SUBMITTED TO ARBITRATION BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY, INC. 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; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATION SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATE HEREIN. THE LAWS OF THE STATE OF NEW YORK GOVERN.

I ACKNOWLEDGE THE FOLLOWING WHERE APPLICABLE:

1. BancWest Investment Services, Inc. ("BWIS") is a wholly owned subsidiary of Bank of the West and an affiliate of First Hawaiian Bank.
2. BWIS is a Securities Broker/Dealer registered with the Securities and Exchange Commission ("SEC") and is a member of the Financial Industry Regulatory Authority, Inc. ("FINRA") and Securities Investor Protection Corporation ("SIPC").
3. All single company stock purchases are made on an unsolicited basis.

4. In general, as interest rates rise the price of bonds and other debt securities may fall affecting the market value of the bond or debt security. Selling bonds that were purchased at par or at a discount prior to call or maturity date may not return full principal invested.
5. Commissions on stock and bond transactions may vary depending on price and on number of shares of stocks or number of bonds that are traded.
6. Fixed annuities/insurance products are offered through BancWest Insurance Agency in CA, (License # 0C52321), through BancWest Insurance Agency in Utah and through BWIS, Inc. in AZ, CO, IA, ID, KS, MN, MO, NC, ND, NE, NM, NV, OK, OR, SD, WA, WI, WY, HI, Guam and CNMI.
7. I understand that investing in a Fixed/Variable Annuity through a tax advantaged retirement plan (such as 401(k) plan or IRA) I will get no additional tax advantage.
8. I understand that BWIS representatives are prohibited from giving me legal or tax advice. Prior to making an investment decision to invest in a Roth IRA or convert a Traditional IRA to a Roth IRA, I will consult with a tax advisor to determine my eligibility and determine which IRA is best suited to meet my needs.
9. I am responsible for carefully reviewing the account holder information, including the financial information sections. If any of the information is either missing, out-of-date, or incorrect, I will indicate any corrections on my copy of the New Account Form or by letter and return to: BWIS, Attn: Compliance, 13220 California Street, Omaha NE 68154.
10. If I have a complaint, I can write to: BWIS, Attn: Compliance, 13220 California Street, Omaha NE 68154 or call 1-800-338-3919.
11. Information on the Securities Investor Protection Corporation (SIPC) may be obtained at www.sipc.org or by calling (202) 371-8300.
12. Execution price, speed, liquidity and account access are affected by many factors, including but not limited to, market volatility, size, order type and available market centers. Prices can change quickly, especially in volatile market conditions, which may result in an execution price different from the quote provided at order entry. Even in the best of market conditions, there is no assurance that you will get the quoted price. Telecommunication and technology limitations can also result in delays in getting information or placing orders. 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.
13. Securities, insurance products, and annuities are not deposits with or obligations of, are not guaranteed or endorsed by Bank of the West, First Hawaiian Bank or any of their subsidiaries. Securities, insurance products and annuities are not insured by FDIC, the Federal Reserve Board, or any other federal government agency. Securities are subject to investment risk, including possible loss of principal amount invested. Fixed annuities are subject to the loss of principal if the underwriting insurance company is unable to meet its obligation. In the case of an insurance product or annuity that involves an investment risk, there is an investment risk associated with the product, including the possible loss of principal.

I have received a copy of the BWIS Privacy Policy, BWIS Summary of its Business Continuity Plan, Pershing's Privacy Policy, the applicable Money Market Disclosure and BWIS disclosure of Potential Conflicts of Interest Regarding Cost-Sharing Arrangements with Annuity /Mutual Fund Providers, all of which are attached to this New Account Agreement. I have also received a copy of the Cash Sweep Disclosures and Terms and Conditions and the BancWest Investment Services Terms and Conditions for the Online Investing Service, both of which are attached to this New Account Agreement.

I agree to be bound by all terms and conditions of this New Account Agreement, as well as the Cash Sweep Terms and Conditions and the BancWest Investment Services Terms and Conditions for the Online Investing Service, as applicable. I certify that all the above information is true and correct.

BANCWEST INVESTMENT SERVICES TERMS AND CONDITIONS FOR ONLINE INVESTING SERVICE

These BancWest Investment Services Terms and Conditions for the Online Investing Service (the "Terms and Conditions") and the Online Service Agreement govern your access to and use of any BancWest Online Investing Service ("Online Investing Service"). Terms used but not defined herein have the meanings provided in the Online Service Agreement. "We," "us" or "our" may refer to BWIS or Pershing LLC, our clearing broker. "You" or "your" refers to the individual or entity applying for, or maintaining, a BWIS Investment Services Account.

By enrolling in the Online Investing Service, you consent to receive Electronic Communications. "Electronic Communications" means (i) this Electronic Consent; (ii) the Online and Mobile Service Agreement; (iii) the BancWest Investment Services Terms and Conditions; and (iv) any disclosures, agreements or other communications which we provide to you electronically concerning the Online Investing Service and/or each Account enrolled in the Online Investing Service, including, without limitation, Electronic Fund Transfer disclosures, and any other disclosures required by law or regulation.

You further agree:

- That access to and use of the Online Investing Service is available only if you accept this information electronically. You do not have the option to agree to this Electronic Consent or to the Online Investing Service by paper (non-electronic agreement) even though we agree to make a paper copy available to you.
- That you may withdraw consent to receive Electronic Communications at any time; however doing so will terminate your ability to access or use the Online Investing Service.
- That you may request a paper version of agreed upon Electronic Communications. You will not be charged a fee for the paper version.
- To maintain a current and valid e-mail address for your Online Investing Service. To do so, log in to Online Banking and click on the "Services" tab on the top navigation bar. Click on "Change email address" under Account Preferences.
- That if you want a paper version of any Electronic Communication, wish to withdraw your consent to receive Electronic Communications, or you wish to update the information needed to provide Electronic Communications to you, you must contact us by telephone at (800-338-3919) or by writing to BancWest Investment Services, 13220 California Street, Omaha, NE 68154.
- In order to receive Electronic Communications and to optimize your use of the Online Service, you will need to use Internet Explorer®, Apple Safari, Google Chrome or Mozilla Firefox®. To receive an Electronic Communication from us by mobile device, your Device must be web-enabled and/or capable of receiving text messages. For best performance we recommend using the newest release of either browser. In order to keep copies of Electronic Communications, you will need to have access to a printer or have the ability to download information.

- Each Investment Services Account that is accessed through the Online Investing Service is subject to these Terms and Conditions, as amended from time to time.
- Investment, annuities and insurance products offered through BancWest Investment Services are:

NOT FDIC INSURED	NOT BANK GUARANTEED	MAY LOSE VALUE	NOT A DEPOSIT	NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY
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If you do not access the Online Investing Service during any 90-day period, we reserve the right to terminate your ability to access the Online Investing Service without notice.

Before enrolling in the Online Investing Service, please also review the Online Service Agreement and the conditions set forth in such agreement, as they will also be applicable to you and your Account. We also encourage you to print and retain a copy of the Online Service Agreement and these Terms and Conditions.

I. Introduction

These Terms and Conditions are supplemental to the BWIS New Account Agreement and other related agreements (each, an "Account Agreement") that you previously entered into, or may in the future enter into, with Bank of the West or BWIS, each of which otherwise remains in full force and effect. You must assent to these Terms and Conditions electronically when you activate your Password for the Online Investing Service.

BWIS reserves the right to add, delete or modify the Online Investing Service's functionality and to amend or supplement these Terms and Conditions upon notice, delivered by regular mail, by e-mail or by an on-screen notice. BWIS also reserves the right to terminate your access to the Online Investing Service at any time.

You may use the Online Investing Service to do the following:

- Open a self-directed Investment Services Account ("Self-Directed Account") to enter your own orders to buy and sell U.S. market traded equities, mutual funds, bonds and certificates of deposit, which are made available by BWIS as described in section X below.
- View current balance information for your Self-Directed Account;
- View current balance information for your full service Investment Services Account ("Full Service Account"). If you only have a Full Service Account, you may be permitted to enter orders, subject to the conditions set forth in Section XI below;
- Transfer funds between and among your Investment Services Accounts and your Bank of the West Accounts on a one-time or recurring basis;
- Transfer funds externally to and from your Investment Services Account via ACH; and/or
- Engage in such other Online Investing Services as BWIS may offer from time to time.

II. Account Data Access

The Online Investing Service permits you to view Account data for your Investment Services Accounts.

By using the Online Investing Service, you represent on a continuing basis that you are authorized to have access to any Account for which you and other Account parties have requested access.

Account data is provided online as a convenience and for your information, but it is not the official record of your Account activity with BWIS. Account data provided through the Online Investing Service, except as noted otherwise, is updated as of the prior business day's close of business, but is subject to adjustment and correction. Your trade confirmations, Account statements, and tax documents remain the official records of your Account activity.

III. No Legal or Tax Advice

You acknowledge that BWIS is prohibited from giving you legal advice or tax advice. However, we may provide you with general tax and estate planning information and principles, which you agree you will verify with your tax or legal adviser. You agree that these principles may not apply to your specific circumstances or take into account your comprehensive tax or estate planning situation. For that type of assistance, you agree to consult your own tax or legal advisor.

IV. Electronic Communications

Investment transactions, funds transfers and all other financial transactions will only be effected by BWIS if you request, order or authorize them through the appropriate web-based functionality provided by the Online Investing Service. You agree that you will not use email, voicemail or BWIS Secure Messaging (defined below in this section) to request, authorize, or affect the purchase or sale of any securities or other investments, to send funds transfers instructions or for any other financial transactions. All such requests, orders, or instructions that you send in contravention of the foregoing agreement will not be accepted and will not be processed by us. BWIS will not be responsible for any loss or damage that could result from your requests, orders, or instructions not being accepted or processed in accordance with the preceding sentences.

You agree to be bound by any affirmation, assents or agreement you transmit through the Online Investing Services by computer or mobile device, including but not limited to any consent you give to receive communications from us solely through electronic transmission. You agree that when you click on an "I agree," "I consent" or other similarly worded "button" or entry field, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature. The use of an electronic version of our documents fully satisfies any requirements that they be provided to you in writing. If you sign electronically, you represent that you have the ability to access and retain a record of the documents. You agree that you will carefully review any document or web page before making an electronic signature and will review the BWIS webpage periodically for changes or modifications.

Online Investing Service includes a secure, electronic messaging functionality that permits you and BWIS to communicate with each other ("BWIS Secure Messaging"). This is provided solely as a convenience and to enhance secure communications between us.

Usage of the website further represents acceptance of the terms and conditions in place at the time of usage. For specific terms and conditions, please refer to the Online Service Agreement.

V. Financial Market Information; No Warranty; Limitations of Liability

Financial Information. BWIS, including through the Online Investing Service, may make available certain financial market data, quotes, news, research and opinions (including Research Reports and Tools, each as defined below) or other financial information (collectively, "Financial Information") that has been independently obtained by certain financial market information services; financial publishers; various securities markets, including stock exchanges and their affiliates; investment bankers and other providers (collectively, the "Financial Information Providers") or has been obtained by BWIS. BWIS does not guarantee or certify the accuracy, completeness, timeliness or correct sequencing of the Financial Information made available through BWIS, the Financial Information Providers or any other third party transmitting the Financial Information (the "Financial Information Transmitters"). You agree that none of BWIS, the Financial Information Providers and the Financial Information Transmitters shall be liable in any way for the accuracy, completeness, timeliness or correct sequencing of the Financial Information, or for any decision made or action taken by you relying upon 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 (including Research Reports) available through the Online Investing Service 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.

Research Reports. BWIS, including through the Online Investing Service, may make available analyst research and opinions ("Research Reports") 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 ("Third-Party Research Providers"). BWIS does not endorse or approve Research Reports prepared by Third-Party Research Providers and only makes such Research Reports available to you as a service and convenience. BWIS and the Third-Party Research Providers do not (1) guarantee the accuracy, timeliness, completeness or correct sequencing of the Research Reports, or (2) warrant any results from your use of the Research Reports. The Research Reports have 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 Third Party Research Provider are not obligated to update any information or opinions contained in any Research Report or to continue to offer Financial Information or Research Reports regarding any company or security. You agree that recommendations in the Research Reports to buy, sell, hold or otherwise consider particular securities are not, and should not be construed as, recommendations or advice to you designed to meet your particular objectives or financial situation. From time to time, BWIS and/or a Research Third Party Research may be unable to provide Research Reports with respect to certain companies with which BWIS and/or a Third Party Research Provider, or their respective affiliates, have certain business relationships.

Financial Tools, Education and Calculators. The Online Investing Service may also provide you with financial planning tools, educational content, calculators, performance screeners and hypothetical portfolio modeling ("Tools"). The Tools may allow you to model "what-if" scenarios for various financial goals or manage a hypothetical portfolio, the results of which are illustrative and are based on the information and assumptions identified. You may be able to view historical returns for particular securities or funds. There is no guarantee that the results shown will be achieved and changes in tax laws, financial markets or your financial situation may cause actual results to deviate substantially from those reflected in these Tools. In addition, these Tools are not part of any financial planning report for which you may have paid a fee, even if the Tools include information derived from or contained in the financial planning report. When you use a hypothetical portfolio modeling Tool, the stocks, bonds or other instruments managed by you are not owned or controlled by you and transactions directed by you do not represent real trades or transactions. These Tools do not provide investment advice or recommendations.

Disclosure of Potential Relationships. BWIS and/or its employees or directors, as well as consultants to BWIS, may have or may have clients with positions in securities or companies referenced in Financial Information, including Research Reports, and may, as principal or agent, buy from or sell to customers. From time to time, BWIS may perform investment services for, or solicit such services from, companies mentioned in Financial Information.

Use of Financial Information. If you are a securities broker, dealer, investment banker, or other financial professional, by requesting or receiving any Financial Information, you agree not to use any such Financial Information for any purpose related to your business. You agree not to contact any individual or analyst who is an author of, or who is named on, any Research Report, or any representative of any Financial Information Provider or Third Party Research Provider.

You agree to use the quotes only for your individual use in your business. You will not furnish the quotes to any person or entity other than an officer, partner or employee of your business. If you are a securities professional, such as an investment advisor, you may occasionally furnish a limited number of quotes to your customers and clients, but solely in the regular course of your securities business. If you furnish quotes to your customers and clients who are not on your premises, you may do so solely: (i) in written advertisements, educational material, sales literature or similar written communications; or (ii) during telephonic voice communication not entailing the use of computerized voice synthesization or similar technology. You shall not permit any customer or client to take physical possession of "your equipment" (i.e., the equipment that you use to receive, display or otherwise use quotes). You shall abide by any additional limitations on use of quotes that BWIS may specify in the future.

The Financial Information provided is the property of BWIS, the Financial Information Providers or Third-Party Research Providers or their licensors and is protected by applicable copyright law. You agree not to reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Financial Information in any manner without the express written consent of BWIS, the Financial Information Providers or Third-Party Research Providers or any other person with the authority to give such consent. You will be responsible for any claims for lost profits, trading losses and damages that result from reproducing, retransmitting, disseminating, selling, distributing, publishing, broadcasting, circulating or commercially exploiting the Financial Information in any manner without this required consent. You agree that you will not use the Financial Information for any unlawful purpose. You further agree to comply with all reasonable written requests from BWIS intended to protect the Financial Information Providers' and Third-Party Research Providers' and BWIS's respective rights in the Financial Information and Electronic Services.

You agree to comply with any additional terms and conditions relating to the Financial Information that may imposed after the date hereof, which BWIS will notify you of through its website, BWIS Secure Messaging or otherwise.

Disclaimer of Warranties. THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO WARRANTY OF NON-INFRINGEMENT REGARDING THE INFORMATION, INCLUDING RESEARCH REPORTS, TOOLS OR ANY ASPECT OF THE ONLINE INVESTING SERVICE. THERE IS NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION, INCLUDING RESEARCH REPORTS, TOOLS OR ANY ASPECT OF THE ONLINE INVESTING SERVICE (INCLUDING, BUT NOT LIMITED TO, INFORMATION ACCESS AND ORDER PLACEMENT OR EXECUTION).

Limitations of Liability. BWIS, THE INFORMATION PROVIDERS, INFORMATION TRANSMITTERS, THIRD-PARTY RESEARCH PROVIDERS AND ANY OTHER PERSON INVOLVED IN TRANSMITTING INFORMATION WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES EVEN IF YOU ADVISE THEM OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES, BUT IS NOT LIMITED TO, CLAIMS FOR LOST PROFITS, TRADING LOSSES AND DAMAGES THAT MAY RESULT FROM THE USE, INCONVENIENCE, DELAY OR LOSS OF USE OF THE INFORMATION OR FOR OMISSIONS OR INACCURACIES IN THE INFORMATION. AS A CONDITION TO ACCESSING OR RECEIVING THE INFORMATION, YOU EXPRESSLY AGREE TO WAIVE ANY CLAIM YOU MAY HAVE AGAINST BWIS, ANY INFORMATION PROVIDER, RESEARCH PROVIDER OR ANY OTHER PERSONS INVOLVED IN TRANSMITTING ANY INFORMATION BWIS MAKES AVAILABLE TO YOU.

BY ACCESSING OR RECEIVING INFORMATION, YOU AGREE THAT THE LIABILITY OF BWIS, THE INFORMATION PROVIDERS, THE THIRD-PARTY RESEARCH PROVIDERS OR ANY OTHER PERSONS INVOLVED IN TRANSMITTING INFORMATION ARISING OUT OF ANY LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY WAY CONNECTED WITH THE ONLINE INVESTING SERVICE OR INFORMATION WILL NOT EXCEED THE AMOUNT YOU ORIGINALLY PAID FOR THE ELECTRONIC SERVICES RELATED TO YOUR CLAIM.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THAT THESE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

No Liability for Events Outside of Direct Control. BWIS, the Financial Information Providers, Financial Information Transmitters, Third-Party Research Providers and any other person involved in transmitting Financial Information will not be liable for any loss that results from a cause over which that entity does not have direct control. Such causes include, but are not limited to: (1) the failure of electronic or mechanical equipment or communication lines; (2) telephone or other interconnect problems; (3) bugs, errors, configuration problems or the incompatibility of computer hardware or software; (4) the failure or unavailability of Internet access; (5) problems with Internet service providers or other equipment or services relating to your computer or network; (6) problems with intermediate computer or communications networks or facilities; (7) problems with data transmission facilities or your telephone, cable or wireless service; or (8) unauthorized access, theft, operator errors, severe weather, earthquakes, other natural disasters or labor disputes. BWIS is also not responsible for any damage to your computer, software, modem, telephone, wireless device or other property resulting in any way from your use of the Online Investing Service.

VI. Hyperlinks

BWIS may make available links from the Online Investing Service to other, third-party websites or electronic services providers that are not affiliated with BWIS. BWIS does not control these other websites or services, and BWIS makes no representations or endorsements whatsoever concerning those websites or services. The fact the BWIS has provided a link to a website is not an endorsement, authorization, sponsorship, or affiliation with respect to such website, its owners, or its providers. There are risks in using any information, software, service or product found on the Internet, and BWIS cautions you to make sure you understand these risks before retrieving, using, or relying upon anything via the Internet. You agree that under no circumstances will you hold BWIS liable for any loss or damage caused by use of or reliance on any content, goods or services available on such other websites.

VII. ACH Transfers Functionality

Automated Clearing House Transfers ("ACH Transfers") initiated through the Online Investing Service from your Investment Services Accounts to your Bank of the West Accounts or other US financial institution accounts will be governed by these Terms and Conditions. Transfers initiated from your Bank of the West Accounts to your Investment Services Accounts will be governed by the Online and Mobile Service Agreement.

ACH Transfers made using the Online Investing Service are subject to the following limitations:

- Dollar limitations and verifications may apply to all ACH transfers. Please contact BWIS if you have any questions on a particular transfer transaction.
- All transfer limits are subject to temporary reductions to protect the security of the Accounts and/or the transfer system.
- At our discretion, we may refuse to process any transaction that exceeds any designated limits. In this case, you are responsible for making alternate arrangements or rescheduling the transfer through the Online Investing Service.
- ACH Transfers from an Investment Services Account to another account submitted on a business day and verified by BWIS before the cut-off time of 1:00 p.m. ET may be posted to the Investment Services Account on the same day. Transfers submitted on a business day and verified by BWIS after 1:00 p.m. ET will be treated on a best efforts basis to be processed the same day.
- All transfers submitted on a non-business day as well as transfers verified by BWIS after the cut-off time and not processed same day are posted to your Investment Services Account as a pending transaction until the next Business Day.
- The action of posting ACH Transfer transactions to your Investment Services Account is not a confirmation that the transfer of funds occurred. I understand that a transfer reject may occur and I will be responsible for any transactions within my account based on those funds.
- I understand that funds transferred from my Investment Services Account via ACH transfer may be debited to my Investment Services Account same day and transferred through the ACH system. The ACH system is not a real-time transfer system and additional time may be required by the receiving financial institution to process and post funds. Transferred funds frequently post to the receiving financial institution the following business day.
- Recurring transfers scheduled for a weekend or a non-Business Day will be processed on the prior Business Day.

- Funds may NOT be drawn from or transferred to third-party accounts even if the account owner(s) name appears on the account (e.g. Business Account, Trust Accounts, etc.) or the account of a party whose name is not identified as an owner of the BWIS Investment Services Account.
- An ACH Transfer may be drawn from a bank savings account or bank checking account titled the same as your BWIS Investment Services Account.
- An ACH Transfer from a joint bank account may be deposited into either bank account owners' BWIS Investment Services Account.
- An ACH Transfer from an individual bank account may be deposited into a joint BWIS Investment Services Account if the individual is listed in the title of both accounts as an owner.
- An ACH transfer from an individual or joint bank account may be deposited into a BWIS Investment Services IRA Account belonging to either account owner. However, such deposits must be accompanied by an IRA Contribution Form detailing the account number and contribution tax year in which the contribution applies. IRA contributions made without specifying the tax year may be rejected or applied to the current tax year in which the contribution was received.
- The IRS imposes maximum allowable contributions within each tax year for IRAs and qualified plans. BWIS does not provide tax or legal advice so it is my responsibility to seek professional tax advice to determine the maximum allowable contribution for my IRA and qualified accounts.
- BWIS imposes minimum holding periods for funds deposited using ACH Transfers which may include holding periods up to 60 days for ACH deposits used to open an account, ACH Transfers originated from a newly established or previously unused ACH Profile or other deposit scenarios at BWIS' discretion.
- Withdrawals from my Investment Services Account cannot exceed the cash available for withdrawal or the unsettled balance in cash accounts; cannot reduce the account balance to less than the minimum required equity in margin accounts if applicable; cannot be made if the account is in a margin call; cannot be made if the cash account is in a debit balance or the withdrawal will create a debit balance in the cash account; cannot be made if BWIS determines the ACH Transfer to be unacceptable.

For online transfers, our Business Days are Monday through Friday, excluding bank holidays and all stock exchange closures including observed holidays.

You authorize BWIS, as applicable, to withdraw or debit the necessary funds from your designated Account in order to complete all of your designated transfers. The completion of a transfer is subject to the availability of sufficient funds at the time the transfer is posted. If enough funds to complete the transfer are not available, we may refuse to complete the transfer. At our option, we may make a further attempt to process the transfer request.

BWIS is under no obligation to inform you if it does not complete a transfer because there are non-sufficient funds in your Account to process the transfer. In this case, you are responsible for making alternate arrangements or rescheduling the transfer through the Online Investing Service.

You cannot cancel a one-time immediate transfer after it has been submitted through the Online Investing Service and the information has been transmitted to us. Future-dated and recurring transfers can be canceled prior to 11:59 pm ET on the Business Day prior to the date the transfer is scheduled to be made. If the transfer's status is In Process or Completed, you can no longer cancel it. After you cancel a future-dated transfer, the status changes to Canceled. To cancel a transfer, you must call and speak with a BWIS Representative. You may also submit a request to cancel a scheduled or recurring payment or a future-dated transfer by calling BWIS. We must receive your request three Business Days or more before the transfer is scheduled. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

If you attempt to cancel a transfer in accordance with the above instructions and we do not do so, we will not be liable for your losses or damages.

If we do not complete a transfer to or from your Account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable:

- If, through no fault of ours, you don't have enough available funds in your Account.
- If any portion of the system used to access or use the Online Investing Service was not working properly, and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as strikes, riots, flood, hurricane, power failure, equipment failure, government action, computer viruses, computer hackers, terrorist attacks, etc.) prevent the transfer, despite reasonable precautions we've taken.
- If you violate any law or regulation in connection with your use of the Online Investing Service, including without limitation the sanctions laws administered by the U.S. Office of Foreign Assets Control.
- If you did not properly follow these Terms and Conditions and/or online instructions about how to make the transfer.
- If you did not give us complete, correct and current instructions regarding the transfer.
- If your Computer, Device or associated telecommunications service malfunctioned for any reason.
- If the transfer could not be completed because your access to the Online Investing Service or your Online and Mobile Banking Service had been suspended or was otherwise not available.
- If we acted in good faith to protect your account from suspected fraudulent activity by requiring further documentation or verification.
- If you or we terminate these Terms and Conditions or your BWIS New Account Agreement before the transfer is scheduled to occur.
- There may be other exceptions stated in these terms and conditions.

In any case, we will not be responsible for any errors or failures due to any malfunction of your Computer, Device, or for any unsuitability or incompatibility of your Computer or Device that may be associated with the use of an online service, regardless of the cause of the error or failure.

VIII. External Transfers Functionality

Transfers between your Investment Services Accounts and your external bank accounts will be governed by these Terms and Conditions ("External Transfers"). Your external bank accounts must be with a bank operating in the United States ("External Bank Account").

An External Transfer may be scheduled through Online Investing Services up to 365 days in advance of the date the transfer is to be made. Recurring external transfers may only be set up by contacting BWIS. You can cancel any External Transfers by using instructions provided on our Online Service Website.

Dollar limitations and verifications may apply to all transfers. Please contact BWIS if you have any questions on a particular transfer transaction. We reserve the right to complete or to reject any attempted External Transfer that exceeds or is lower than the applicable limit, at our complete discretion. The external bank may also impose limitations, verifications and fees on the External Transfers. We will not be liable to you for any External Transfer that cannot be completed in accordance with your instructions due to limitations imposed by other financial institutions.

We are not responsible for detecting any errors in an External Transfer instruction requested by you through Online Investing Services. You are responsible for the content of any External Transfer instruction and we may rely upon the information you provide to us when processing the External Transfer instruction. We may rely solely on the account numbers and bank identifying numbers that you provide to us for identifying your External Bank Account(s), any third party account(s), and financial institution(s) holding such accounts, regardless of whether you also provide the name of the account holder or the name of the financial institution. We and other financial institutions processing your funds transfers have no responsibility to identify or investigate any discrepancy between names and account numbers.

When you register for External Transfers through Online Investing Services, you authorize us to obtain information from any financial institutions holding your External Bank Accounts in order to confirm your access to and/or ownership of the External Bank Accounts. You also authorize us to request information regarding you and your External Bank Accounts from other third party sources to verify your identity, account ownership, help to protect against fraud, confirm your pattern of use or exceptional use, comply with applicable law or otherwise as is reasonably necessary to provide External Transfers to you. We are under no obligation to you or any other person to verify or confirm your registration information or your ownership of the External Bank Accounts or to confirm that your Investment Services Account(s) and the External Bank Accounts are held in the same name and/or legal capacity. You agree to provide true, accurate, current and complete information about yourself and your External Bank Accounts and you agree to not misrepresent your identity or your Account information.

You authorize us to perform deposits and withdrawals of the same (less than \$1.00) to the External Bank Accounts specified by you. You will thereafter verify to us the amounts of each deposit and withdrawal made to the External Bank Account.

In the event that we, at any time, incur a problem with your use of External Transfers, including without limitation, the inability to debit any of your External Bank Account(s) or to collect funds with respect to any of your External Transfers, as described above, and without limiting any other right or remedy that we may have under these Terms and Conditions or otherwise, we reserve the right to suspend your right to make External Transfers, immediately and without prior notice to you. You understand and agree that such action is reasonable for us to take in order to protect BWIS and you from potential losses. In the event of such suspension, you may request reinstatement of External Transfers by contacting us.

We reserve the right in our sole discretion to grant or deny reinstatement of External Transfers. We further reserve the right to lower the applicable dollar and/or frequency limitations at any time.

External Transfer functionality remains in effect until it is terminated by either you or by us. You may cancel the External Transfer functionality at any time by notifying us of your intent to cancel in writing, through the Online Investing Services or by calling us. The External Transfer functionality will be cancelled after we have had a reasonable opportunity to act upon your cancellation request. You agree to use External Transfer functionality only for bona fide and lawful purposes. We may suspend or terminate your External Transfer functionality for any reason, at any time. We will try to notify you in advance, but we are not obligated to do so. Any transfers we have already processed before the cancellation date will be completed. We recommend that you cancel any scheduled transfers prior to notifying us that you are canceling External Transfer functionality. You are responsible for any transfers scheduled by you prior to termination that you have not canceled. Termination will not affect your liability or obligations under these Terms and Conditions for transfers we have processed on your behalf.

We shall have no obligation to honor any instruction, in whole or in part, that (a) is, or that we reasonably believe is used for, any illegal or improper purpose or activity; (b) exceeds the available funds in your Account; (c) we have reason to believe may not be authorized by you; (d) involves funds subject to a hold, dispute or legal process; (e) would violate any law, rule or regulation applicable to us, the External Transfer functionality, you or any other party that processes or receives the payment; (f) is not in accordance with any other requirement stated in these Terms and Conditions, or any other applicable agreement with us, or any of our policies, procedures or practices; or (g) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the External Transfer functionality, in whole or in part, at any time, with or without cause and without notice, and may immediately do so including, without limitation, if: (i) we have reason to believe that your Account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your password or other security features; or (ii) we believe the External Transfer functionality is not being used for its intended, bona fide and lawful purposes under this Agreement; (iii) you repeatedly overdraw your Account; (iv) your Account is closed, access to your Account is restricted for any reason, or (v) if you do not use the External Transfer functionality for more than 90 days. Any transfers we have already processed before the cancellation date will be completed. We recommend that you cancel any scheduled transfers prior to notifying us that you are canceling the External Transfer functionality. You are responsible for any transfers scheduled by you prior to termination that you have not canceled. Termination will not affect your liability or obligations under these terms and conditions for transfers we have processed on your behalf.

You are required to call us immediately to notify us of any unauthorized transactions or if you suspect that any Account or External Bank Account has been compromised. Please remember that use of your External Bank Account is subject to that financial institution's rules and regulations governing your External Bank Account, and we are not liable or responsible for any cost or losses incurred as a result of your External Transfer requests from and/or into such External Bank Account.

IX. Contacting us with Errors/Questions/Concerns

If you need to report errors or if you have questions or concerns about the transactions recorded on your statements, please contact BWIS immediately at BWIS, Attn: Operations, 13220 California Street, Plaza West, Omaha NE. 68154 or call 1-800-338-3919 or contact your BWIS Financial Advisor.

Contact us immediately if you think:

- Your statement or transaction record is wrong
- You need more information about a transaction listed on your statement
- An unauthorized person has discovered your Online Investing Service password
- Someone has transferred or may transfer money from your Investment Services Account without your permission

We must hear from you no later than ten (10) days after we have sent the FIRST statement on which the problem or error appeared. If you tell us verbally, we may require you to send us the error or question in writing or via email within five (5) business days. When you contact us, please provide the following information:

- Your name and account number
- The date and dollar amount of the transaction in question
- The transaction number assigned by the Online Investing Service, if available
- A description of the transaction about which you are unsure
- Please explain as clearly as you can why you believe there is an error or why you need more information.

We will tell you the results of our investigation and we will promptly correct any error we have made.

If we conclude there was no error, we will send you a written explanation after we complete our investigation. You may request copies of the documents that we used in our investigation.

X. Self-Directed Investing Terms and Conditions

The following provisions apply when you use the Online Investing Service for purposes of managing your Self-Directed Account ("Self-Directed Investing"). When you open your Self-Directed Account, you are enrolling in Self-Directed Investing and you agree that these terms and conditions bind your activities in connection with your Self-Directed Account. BWIS may amend or supplement these terms and conditions upon written notice, delivered by regular mail, by e-mail, or by an on-screen notice. You agree that BWIS may modify the functionality and trading rules applicable to Self-Directed Accounts at any time. In particular, BWIS reserves the right upon notice to change its fees, to add fees for items for which it does not currently charge and to institute an inactivity fee for periods in which there is no fee-generating activity in your Self-Directed Account. BWIS also reserves the right to terminate your enrollment in Self-Directed Investing at any time for any reason without notice.

You agree that any investments you make in your Self-Directed Account, whether based on information obtained from BWIS or otherwise, will be solely your own decisions and based on your own evaluation of your personal investment risk profile and your investment objectives. BWIS does not provide investment advice or recommendations with respect to your Self-Directed Account. In addition to retaining the sole responsibility for investment decisions, you understand and agree that you are responsible for knowing the rights and terms of all securities in your Self-Directed Account, specifically including valuable rights that expire unless the holder takes action. This includes, but is not limited to, warrants, stock rights, convertible securities, bonds, and securities subject to corporate actions including but not limited to a tender or exchange offer. You understand and agree that BWIS accepts no obligation to notify you of any upcoming expiration or redemption dates, or, except as required by applicable law or regulation, to take any action on your behalf without specific instructions from you. You also agree that all dividends and interest payments credited to your Self-Directed Account shall accumulate rather than be paid to you upon receipt, but shall be subject to your withdrawal from time to time upon request for a check or other funds transfer.

In the event you wish to seek investment advice from a BWIS financial advisor with respect to investment decisions in your Self-Directed Account, you will be required to first provide such information as BWIS deems appropriate (including with respect to your financial condition, financial objectives, and risk tolerance), which may require the completion of additional documentation, so that BWIS will have sufficient information to provide appropriate advice. Please contact the BWIS Investment Center at 1-800-338-3919 for information on obtaining advice in your Self-Directed Account. Any orders placed in your Self-Directed Account through or with advice from a BWIS financial advisor may be subject to additional fees and charges. Please refer to the fee schedule for further information. Obtaining advice on a particular transaction shall not in any way affect the overall nature of the account as a Self-Directed Account or create any responsibility for BWIS to monitor or advise you with respect to the transactions you initiate in your Self-Directed Account.

Trading Rules

Self-Directed Investing 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. Available investments will be those investments that BWIS makes available. 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 Self-Directed Investing. Not all Accounts are eligible for Self-Directed Investing.

Self-Directed Investing is intended to be available for order entry during regular U.S. market hours on Brokerage Business Days, except for brief maintenance periods; however, BWIS does not warrant that the service will be uninterrupted. Orders sent outside of regular U.S. market hours will be held and entered during market hours on the next Brokerage Business Day.

You agree that you will not use the Online Investing Service or your Self-Directed Account or any Account-related services to conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the Self-Directed Account in question while we investigate the matter.

BWIS reserves the right to place restrictions on your Self-Directed Account in its sole discretion, and to cancel any order that we believe would violate federal credit regulations or other regulatory limitations; however, BWIS will have no responsibility or liability for failing to cancel any order.

BWIS does not promote directly or indirectly what is commonly referred to as "Day Trading." Self-Directed Investing should not be construed as an endorsement or promotion of Day Trading. Day Trading can be very risky and may not be suitable for all investors, especially investors with limited resources, limited investment or trading experience, or a low risk tolerance.

Certain orders may be blocked or subject to pre-review by BWIS, which may take up to several minutes to process. When you use the Online Investing Service to place a trade order, you agree these orders may be sent directly to an exchange for execution without being viewed by a BWIS representative. By placing a trade order through the Online Investing Service, you voluntarily agree to assume any added risk that may result from the lack of human review of your order in exchange for the reduced commissions and potentially greater convenience of electronic trading. Additionally, you agree that you will not have the opportunity to ask questions or otherwise interact with a BWIS representative about your order.

If you open a Self-Directed Account, your current commission structure will differ from the commission structure applied to your Full Service Accounts. Fee schedules for Online Investing Services will be posted on the BWIS website.

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, you agree to call the BWIS call center at 1-800-338-3919 to place your orders. 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.

BWIS may post "Urgent Notification" on its website or send you a secure message to alert you to various Online Investing Service and market conditions issues. You agree that you will read any Urgent Notification before placing orders through the Online Investing Service and will be deemed to have knowledge of any such Urgent Notification that is posted when you place an order.

All orders entered through Self-Directed Investing shall be subject to the applicable rules, customs and usages of the exchange or market, and its clearinghouse, on which such orders are transacted by BWIS or our affiliates, including cancellation of orders in certain circumstances. Whether or not funds are available in your Self-Directed Account on trade date, you agree to pay by settlement date for any trade for which you place an order through Self-Directed Investing.

You agree that it may not be possible to cancel a market or limit order once you have placed it, and you agree to exercise caution before placing all orders. Any attempt you make to cancel an order is simply a request to cancel. BWIS processes your requests to change or cancel an order on a best-efforts basis only and will not be liable to you if BWIS is unable to change or cancel your order. Market orders (including marketable limit orders), in particular, are subject to immediate execution and as a general rule cannot be canceled once entered during market hours and shortly before market opening. If you wish to try to change or cancel your market order, you agree to call a BWIS representative to assist you. Attempting to cancel and replace or change a market order through the Online Investing Service can result in the execution of duplicate orders, which ultimately are your responsibility. If an order cannot be canceled or changed, you agree that you are bound by the results of the original order you placed.

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 Brokerage Business Day thereafter if the 60th day is a weekend or holiday. You agree that 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 next Brokerage Business Day. For securities that pay cash dividends or that split, unless otherwise instructed, open GTC orders will be adjusted in accordance with stock exchange regulations.

Order Execution and Routing Disclosure

Exchange-listed securities — When you buy or sell listed stocks, or when you buy or sell listed options, we handle your order so as to obtain a competitive execution price in line with our regulatory obligations. Our electronic order-processing system automatically channels your order to an appropriate market center given the characteristics of the order, market data and trading statistics.

Over-the-counter markets — Securities that are not listed on an exchange may be traded in the over-the-counter markets. BWIS fully complies with SEC and FINRA order handling requirements. We handle your order so as to obtain a competitive execution price. We regularly monitor the quality of our executions. In addition, we execute customer limit orders in NASDAQ securities at prices equal to the limit price or better than the limit price. We manually execute orders larger than these parameters, using discretion to seek best execution for our customers.

Mutual Fund shares - You agree that, in purchasing and redeeming shares of a mutual fund through BWIS, BWIS's policies and procedures will govern such transactions and not those of the mutual fund as described in its prospectus, which may be either more or less beneficial to you as an investor. In particular, you agree that BWIS's policies and procedures on minimum investment requirements, exchange of fund shares, dividend accrual and date for payment of accrued dividends upon redemption of a daily dividend fund may vary from those applicable to direct fund shareholders. You may also be charged a fund's redemption fee that would not be imposed by the fund on direct shareholders holding fund shares under the same circumstances.

Holding Non-Publicly Traded Securities at BWIS – We may, at our discretion, agree to accommodate requests from you to hold in your Self-Directed Account 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 our accepting these Non-Publicly Traded Securities into your Self-Directed Account from time to time, you agree that BWIS's 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 your request.

Non-Exchange Listed Stocks – 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 such securities without prior notice, including requiring that trades in such securities be conducted through the BWIS call center rather than Online Investing Service.

The SEC adopted a rule requiring market centers to publicly disclose, on a monthly basis, uniform statistical measures of order execution quality. These measures include, but are not limited to, how market orders of various sizes are executed relative to the public quotes and information about the spreads paid by investors. 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's execution reports and order routing statistics are available for public review by visiting the link provided in the Online Investing Service or by visiting www.orderroutingdisclosure.com/orderrouting/HOME. Under SEC rules, we are required to inform you that 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.

Electronic Delivery

You hereby agree to the electronic delivery of trade confirmations, account statements, proxies, shareholder information, tax information and other documents, both regulatory and non-regulatory in connection with your Self-Directed Account ("Account Communications"). Account Communications are provided to you when we post them on a secure password protected website. You will be notified by electronic mail (e-mail) when these documents are available to be viewed online. E-mail notification(s) will be sent to the e-mail address(es) you have provided

to us and which are you are responsible for updating as needed. You affirm that you have a valid e-mail address on record with us, have access to the Internet and you are at least 18 years of age. You also affirm that you have installed Adobe Acrobat Reader version 4.0 or higher to view your Account Communications. You agree that electronic delivery of the Account Communications is deemed accepted, regardless of whether a particular document is accessed or viewed. You may print or save a copy of the Account Communications at any time. There is no charge from us for electronic delivery, but online access and usage charges by your Internet service or access provider may apply. You understand that you may incur an expense should you seek to request paper copies of one or more documents on a temporary or permanent basis in connection with your Self-Directed Account or if we terminate electronic delivery of Account Communications in the event of an email notification failure, as defined by us (until such time as your re-enrollment in electronic delivery of Account Communications). You agree to abide by the terms and conditions of electronic delivery of Account Communication as they may be amended from time to time. Your continued use of either website will constitute your acceptance of the then-current terms and conditions.

Limitation on Liability with respect to Self-Directed Investing

YOU AGREE THAT NEITHER BWIS NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES NOR ANY THIRD PARTY WORKING WITH BWIS TO PROVIDE SERVICES HEREUNDER (COLLECTIVELY, "OTHER PERSONS") SHALL BE RESPONSIBLE FOR ANY DAMAGES FROM ANY UNAUTHORIZED TRADING OR THEFT BY ANY THIRD PARTY WHO GAINS ACCESS TO YOUR ACCOUNT(S) BY USE OF YOUR USER ID AND PASSWORD AS A RESULT OF YOUR INTENTIONAL OR UNINTENTIONAL CONDUCT, INCLUDING NEGLIGENCE BY YOU IN PROTECTING YOUR USER ID AND PASSWORD. YOU AGREE THAT YOU WILL IMMEDIATELY NOTIFY US BY TELEPHONE AND CONFIRM THE SAME IN WRITING IF YOU BECOME AWARE OF ANY DISCREPANCY IN YOUR ACCOUNT BALANCE OR SECURITY POSITIONS OR IF YOU HAVE REASON TO BELIEVE THAT A THIRD PARTY IS USING YOUR USER ID AND PASSWORD WITHOUT YOUR AUTHORITY. YOU AGREE TO ACCEPT FULL RESPONSIBILITY FOR THE MONITORING OF YOUR ACCOUNT(S) WITH RESPECT TO ALL TRANSACTIONS ENTERED THROUGH SELF-DIRECTED INVESTING. YOU WILL BE RESPONSIBLE FOR ALL ORDERS ENTERED THROUGH AND UNDER YOUR USER ID AND PASSWORD AND ACCOUNT NUMBER, AND ANY ORDERS SO RECEIVED BY BWIS WILL BE DEEMED TO HAVE BEEN RECEIVED BY YOU.

NEITHER BWIS NOR ANY THIRD PARTY MAKE ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO SELF-DIRECTED INVESTING, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL BWIS OR ANY OTHER PERSONS BE LIABLE OR HAVE ANY RESPONSIBILITY OF ANY KIND FOR ANY LOSS OR DAMAGE THAT YOU INCUR IN THE EVENT OF ANY FAILURE OR INTERRUPTION OF SELF-DIRECTED INVESTING, OR RESULTING FROM THE ACT OR OMISSION OF ANY OTHER PARTY INVOLVED IN MAKING SELF-DIRECTED INVESTING AVAILABLE TO YOU, OR FROM ANY OTHER CAUSE RELATING TO YOUR ACCESS TO OR USE OF SELF-DIRECTED INVESTING, WHETHER OR NOT THE CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN THE CONTROL OF BWIS OR ANY OTHER PERSONS. IN NO EVENT WILL BWIS OR ANY OTHER PERSONS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES EVEN IF BWIS OR ANY OTHER PERSONS PARTY HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF. ANY LIABILITY ARISING OUT OF ANY ACTION OR OMISSION BY BWIS OR ANY OTHER PERSONS SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE BENEFIT WHICH THE TRANSACTION WOULD HAVE RESULTED IN DURING THE PERIOD BETWEEN THE DATE OF A TRADE AND THE APPLICABLE TIME FOR SETTLEMENT OF SUCH TRADE.

XI. Full Service Account Online Services

The following provisions apply in addition to the terms and conditions set forth in the New Account Agreement when you use the Online Investing Service to access your Full Service Account. You may use the Online Investing Service to access your Full Service Account balance, transfer funds between and among your Investment Services Accounts and financial institution accounts, including any Bank of the West Account you maintain. You understand that the Full Service Account you currently maintain with BWIS does not permit you to engage in on-line trading.

If you wish to engage in online Self-Directed Investing in your Full Service Account, you agree and understand that the provisions set forth in Section X governing Self-Directed Investing will become applicable to your Account. (BWIS reserves the right to limit access to online trading in Full Service Accounts, and will make the trading functions available only upon customer request. BWIS reserves the right to require additional information or documentation in connection with activating online trading within a Full Service Account, and reserves the right to cease offering online trading in Full Service Accounts at any time.) Among other things, you agree and understand that any online trades within your Full Service Account are treated the same as trades made within a Self-Directed Account. For example, BWIS does not provide investment advice or recommendations with respect to any trades that you enter online or through an advisor on an unsolicited basis. Accordingly, any order you place that is self-directed, whether based on information obtained from BWIS or otherwise, will be solely your own decisions and based on your own evaluation of your personal investment risk profile and your investment objectives, and would not constitute investment advice or a recommendation. Orders placed through Self-Directed Investing 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.

XII. ONLINE SECURITY

You are responsible for reviewing all the terms of the Online Agreement, which as noted in above, govern the Online Investing Service along with these Terms and Conditions, including without limitation section 3 (Equipment Requirements; Responsibilities), section 5 (Your Online and Mobile Service Responsibilities), and section 9 (Security Procedures) and any other similar or successor sections of the Online Service Agreement.

What follows below are reminders to you of your responsibilities in securing and protecting access to your Investment Services Accounts through the Online Investing Service.

- You are responsible for utilizing up-to-date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and Internet security software to protect your Computer or Device from viruses, malware and other malicious applications.
- You acknowledge that you are responsible for the data security of the Computer or Device used to access the Online Investing Service, and for the transmission and receipt of information using the Computer or Device.
- You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Online Investing Service.
- You agree not to store non-public personal information, Account, or personal data that might compromise the security of your financial relationship with the Company on your Device or, if stored, such information will be encrypted and secured with commercially reasonable

security procedures. Such information includes, as an example, Account names, Account balances, user names and passwords, Social Security Number or Taxpayer Identification Number.

- You agree not to leave your Computer or Device unattended while logged into the Online Investing Service and to log off immediately at the completion of each access of the Online Investing Service. You agree to close your browser after each Online Investing Service session.
- You agree to exercise safeguards to protect your security login information, including without limitation, user name(s), passwords, and answers to security questions. Such safeguards include, without limitation, memorizing user names, passwords, and security questions; changing of passwords on a periodic basis; and selecting complex passwords with combinations of letters, numbers, characters and upper and lower case letter combinations. In addition, you agree not to use the same password for multiple services. You agree not to write down your password or provide your password or other access information to any other person. If you do, we will not be liable for any damage resulting to you.
- You agree to notify us immediately if you believe that someone may have unauthorized access to your Online Investing Service, Accounts, or External Bank Accounts, or to your Computer or Device. If your Device is lost or stolen, you will contact us immediately. In the event of the theft of or compromise to your Device, we will take preventive measures, which could include canceling your Online Investing Service and requiring you to cancel the mobile service associated with the Device.

When you give someone your Online Investing Service username, password, personal identification number, or other secure information, you are authorizing that person to use your service, and you are responsible for all transactions that person performs while using your service. All transfers that a person performs, even those transfers you did not intend or want performed, are authorized transactions. If you notify us that the person is no longer authorized, or if you change your ID and password without giving the other person the new information, then only transactions that person performs after the time you notify us or the ID and password were changed are considered unauthorized. Transactions that you or someone acting with you initiates with fraudulent intent are also authorized transactions.

With respect to your Investment Services Accounts, you assume the entire risk for fraudulent, unauthorized or otherwise improper use of the Online Investing Service to access your Investment Services Accounts, including security credentials, user name or passwords to the fullest extent permitted by law. Any unauthorized access of your Bank of the West Accounts is governed by the Online Service Agreement, and your liability for unauthorized activities in your Bank of the West Accounts may be limited as described in that agreement.

XIII. Information Sharing

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, you consent to the sharing of information related to your at BancWest Investment Services, Bank of the West, Bank of the West Trust Services, or elsewhere, including your public and non-public personal information and financial information, including without limitation 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. Should you at any time withdraw consent as to such sharing, the lack of information sharing may affect your eligibility for certain preferred pricing options.

IVX . Termination

BWIS reserves the right to terminate your access to the Online Investing Service or any portion of them (including, without limitation, the Financial Information and Self-Directed Investing) in its sole discretion, without notice and without limitation, for any reason whatsoever. BWIS may terminate your access to its Online Investing Service for reasons including, but not limited to, the unauthorized use of your Account access information, breach of these Terms and Conditions, discontinuance of BWIS's access to any Financial Information or any other data from any Financial Information Provider or Research Provider or termination of one or more agreements between BWIS and Financial Information Providers, Third-Party Research Providers or Financial Information Transmitters. BWIS, the Financial Information Providers, the Third-Party Research Providers and the Financial Information Transmitters shall have no liability to you for terminating your access to the Online Investing Service, provided, however, that if BWIS's termination is without cause, BWIS will refund the pro rata portion of any fee you may have paid for the portion of the Financial Information and/or Online Investing Service not furnished to you as of the date of termination.

CASH SWEEP DISCLOSURES AND TERMS AND CONDITIONS FOR BANCWEST INVESTMENT SERVICES, INC. CUSTOMERS

I. Introduction

The Bank of the West Sweep Account ("Sweep Account") is a cash sweep option offered by BancWest Investment Services, Inc. ("BWIS"), and is intended for the investment of available cash balances from your brokerage account for transfer into a bank deposit account. You are selecting the Sweep Account as your automatic cash investment option, you agree to appoint our fully disclosed clearing agent, Pershing LLC ("Pershing"), as your authorized agent to effect the sweep option pursuant to the terms and conditions set forth herein. There is no minimum amount required as an initial deposit or for subsequent deposits. This product is 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. There are two Sweep Accounts offered: Bank of the West Insured Cash Reserves ("BWIC") and Bank of the West Insured Cash Reserves Advantage ("BICA"). For further information on FDIC insurance, please refer to the FDIC website at www.fdic.gov or call 1.877.275.3342

II. Terms and Conditions

This portion of our cash sweep disclosure communication contains a summary of certain features of the Sweep Account. 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 agreements which you executed to open and maintain your brokerage account with Pershing through BWIS.

A Summary of the Program: Pershing operates the Sweep Account, which sweeps your excess cash balances in your brokerage account carried at Pershing to an interest-bearing bank deposit account at Bank of the West, San Francisco, California ("Bank"), and also sweeps your

cash from the Bank to cover purchases of securities and other debits in your brokerage account carried at Pershing. All withdrawals are subject to the Bank's reserved right to require seven (7) days' advance notice of withdrawal. You receive interest on your balances held at the Bank. Pershing earns fees based on the total amount of deposit balances in the Sweep Account, including your balance.

FDIC Insurance: This product is eligible for 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. Pershing has established standing instructions with the Bank to ensure that Pershing maintains control over your funds at all times. FDIC insurance protects you in the event of the failure of the Bank. However, any money you hold at the Bank outside of the Sweep Account may impact the insurance coverage available, as neither Pershing, nor BWIS, takes any responsibility for money you may have at the Bank outside of the Sweep Account. You are solely responsible for monitoring your deposits as they relate to FDIC Insurance.

Securities Investor Protection Corporation ("SIPC"): SIPC insures 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. Therefore, SIPC coverage is not available for deposits in the Sweep Account.

Access to Funds: You will access your 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 you, 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 seven (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: 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. The current interest rates, as well as other money market rates, will be available from your BWIS registered representative and our website.

III. Detailed Terms and Conditions

A. Account Eligibility

The Sweep Account is available to the following types of accounts: individual, joint, IRAs, certain business entities, including corporations, eligible to maintain an interest-bearing account, and certain fiduciary and trusts provided the beneficiaries are individuals or otherwise eligible to maintain a bank deposit. Any eligible account may elect the BWIC option. An eligible account must have available cash of \$100,000 or more to be placed in the BICA sweep option. Upon prior notification, BWIS reserves the right to remove accounts from the BICA sweep that do not maintain cash balances of at least \$100,000.

B. 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. Once you enroll in the Sweep Account, your cash sweep to the Bank will constitute your appointment of Pershing as your agent to effect deposits to and withdrawals from the Sweep Account.

C. Information about Pershing, BWIS and the Bank.

Pershing is a wholly owned subsidiary of The Bank of New York Company, Inc., is a registered broker dealer in securities and is a member organization of the NYSE and FINRA. BWIS is a registered broker-dealer in securities and a registered investment adviser in the states where it conducts its advisory business, is a member of the FINRA and provides brokerage and advisory services to individual investors. BWIS is a wholly-owned subsidiary of the Bank, the deposit bank.

D. 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. 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 Sweep Account balance, such as a passbook or certificate. Deposits are obligations of the Bank, not Pershing, BWIS, or any other organization.

E. Withdrawals

As a participant in the Sweep Account, you consent to have your money on deposit in the Sweep Account automatically withdrawn by cash sweep in the event of a debit in your brokerage account carried at Pershing, or on a settlement date to pay for securities purchased. As needed, Pershing will sweep your cash from the Sweep Account. You may make withdrawals from your balance in any amount not exceeding your 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.

F. Interest and Fees

The interest rate applicable to your Sweep Account balance will be stated on your brokerage account statement. Contact your BWIS registered representative to obtain the current interest rate being paid to customers, and your balances 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 may be higher or 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 you earn on your deposits with the Bank. The BWIS registered representatives receive no fees for your participation in the Sweep Account.

G. 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 your account statement.

H. Alternatives to the Sweep Account

As a participant in the Sweep Account you agree to the terms provided herein. You understand that, at any time, you may withdraw your consent to participate in the Sweep Account. If you withdraw your consent, you will need to designate a replacement cash investment option for your brokerage account. In that event, contact your BWIS registered representative for other cash investment options then available. **Information regarding interest rates and alternative sweep option is available on our website at <https://www.bankofthewest.com/personal-banking/investment-services/about-bwis.html>.**

I. 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 to you a tax information form for each year showing the amount of interest income you have earned.

J. Participation

To participate in the Sweep Account, you must instruct your BWIS registered representative to direct your cash that is pending investment to the Sweep Account.

K. Changes to the Selected Sweep Account

As a participant in the Sweep Account you also agree that the sweep option, as well as related terms and conditions, may be changed, including changes between money market funds and bank deposit products, with prior notification to you.

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THESE TERMS AND CONDITIONS AS WELL AS THE DISCLOSURE HEREIN WITH RESPECT TO INTEREST RATES IN CONNECTION WITH CHOOSING TO UTILIZE THE BANK SWEEP ACCOUNT. IF YOU HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS OF THESE TERMS AND CONDITIONS, PLEASE CALL YOUR BWIS REGISTERED REPRESENTATIVE.

INTEREST RATE DISCLOSURE

You may obtain information about the interest rate being paid on the Bank of the West Sweep Account via the BWIS web page or by contacting a BWIS Representative.

Potential Conflicts of Interest Regarding Cost-Sharing Arrangements with Annuity/ Mutual Fund Providers

BancWest Investment Services, Inc. ("BWIS") has selling agreements with dozens of companies that offer investment products to our customers. Our sales efforts focus upon a group of approved annuity and mutual fund companies' products, as to which we have performed certain due diligence. A select group of these approved providers have formed agreements with BWIS to share the costs of offering investment products to our customers. These cost-sharing arrangements take the form of cash and non-cash payments that BWIS applies to the educational, training, recordkeeping and other costs associated with the sale of these products to our customers. Such payments are generally made by the advisors who manage the products, and they are typically based on percentages of sales. These payments are generally described in annuity contracts and/or prospectuses, which customers should review for further information regarding the fees and expenses of their investments.

Further details regarding these payments and arrangements, including a list of the select providers that have made cost-sharing payments during the last 12 months can be found on the Investment Services page of Bank of the West's website. You may also obtain a copy of this list by contacting us at (800) 338-3919.

BUSINESS CONTINUITY PLAN

BWIS clears through Pershing. Pershing's disclosure statement for their Business Continuity Plan ("BCP") is available on their website. We will also mail a BWIS BCP brochure to customers upon request. Our plan addresses the possibility of a future Significant Business Disruption ("SBD") and how we plan to respond to events of varying scope. The disclosure is as follows:

CONTACTING US

If after a SBD you cannot contact us as you usually do by contacting your Financial Consultant, you should call our alternative number at 800-338-3919. If you cannot access us through either of those means, you should contact our clearing firm, Pershing, at 201-413-3635 or their website located at www.pershing.com. Pershing will provide prompt access to funds and security, enter orders and process other trade-related, cash and security transfer transactions for you.

OUR BUSINESS CONTINUITY PLAN

We plan to quickly recover and resume business operations after a SBD and respond by safeguarding our employees and property, making a financial and operational assessment, protecting the firm's books and records, and allowing 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.

Our BCP addresses: data backup and recovery; all mission critical systems; financial and operational assessments; alternative communications with customers, employees, and regulators; alternate physical location of employees; critical supplier, contractor, bank and counter-party impact; regulatory reporting; and assuring our customers prompt access to their funds and securities if we are unable to continue our business.

Our clearing firm, Pershing, backs up our important records in a geographically separate area.

While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, we have been advised by our clearing firm that its objective is to restore its own operations and complete existing transactions and accept new transactions and payments no later than the next business day following a business disruption. Your orders and requests for funds and securities could be delayed during this period.

VARYING DISRUPTIONS

SBDs can vary in their scope, such as only our firm, a single building used by the 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 a disruption to only our firm or a building housing our firm, we will transfer our operations to a local site when 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 resume business within 24 hours and as quickly as possible. In either situation, we plan to continue in business and transfer operations to our clearing firm if necessary, our customer emergency number 800-338-3919 or Pershing's customer number at 201-413-3635. If the significant business disruption is so severe that it prevents us from remaining in business, we will assure our customer's prompt access to their funds and securities through Pershing.

For more information – If you have questions about our business continuity planning, you can contact us at BWIS and submit a written request.

Securities and insurance products are not deposits with or obligations of, are not guaranteed or endorsed by Bank of the West or its affiliates, and are not insured by FDIC, the Federal Reserve Board or any other federal government agency. Securities are subject to investment risk, and an insurance product or annuity that involves an investment risk, there is an investment risk associated with the product, including possible loss of principal.

PORTFOLIO OBJECTIVES and DEFINITIONS

- **CAPITAL PRESERVATION** - My primary objective is long term capital accumulation and the most conservative objective. Emphasis is placed on the prevention of capital loss.
- **INCOME** - My primary investment objective is for the portfolio to generate income. While I understand that preservation of capital may not always be consistent with this objective, and the portfolio will be subject to fluctuation, I specifically am not seeking long-term capital appreciation in the value of my portfolio.
- **TOTAL RETURN** - My primary investment objective is to seek portfolio returns through the combination of current income vehicles as well as investments with a capital appreciation goal. I understand that the value of my portfolio may be more volatile than other conservative portfolios.
- **TAX ADVANTAGE INCOME** - My investment objective is tax advantage income. I understand that the portfolio will be subject to fluctuation.
- **GROWTH** - My primary investment objective is to seek long term capital appreciation in the value of my portfolio. I understand that the value of the investments within my portfolio, as well as the portfolio as a whole, will likely experience fluctuation in value.
- **AGGRESSIVE GROWTH** – My investment objective is to seek the highest gains in my portfolio. I understand the portfolio will likely experience significant fluctuation in value.

PERSHING PRIVACY POLICY

For the purpose of this document, the term "our customers" refers to you.

Working on behalf of your financial organization, we, at Pershing LLC, recognize the importance of protecting the confidentiality of nonpublic personal information that we collect about our customers. The information is used to ensure accuracy in reporting and record keeping, to maintain our customers' accounts, and to carry out requested transactions. Keeping this information secure is a top priority for us, and we are pleased to share with you our privacy policy.

1. We collect nonpublic personal information about our customers from the following sources:
 - Applications or other forms (such as name, address, social security number, assets, and income).
 - Customers' transactions with us, their financial organizations, or others.
 - Consumer reporting agencies (such as credit worthiness and credit history).
2. Our internal data security policies restrict access to nonpublic personal information to authorized employees. We maintain physical, electronic, and procedural safeguards that are designed to comply with federal standards to guard our customers' nonpublic personal information. Employees who violate our data security policies are subject to disciplinary action, up to and including termination.

3. We may disclose nonpublic personal information about our customers to our affiliates, such as banks, mortgage lenders, and securities broker-dealers, in order to provide our customers with access to product offerings and product upgrades, and in order for our affiliates to provide services to us, such as data processing and loan servicing. We may disclose to our affiliates all of the information that we collect, as described above.
4. We may disclose nonpublic personal information about our customers to nonaffiliated third-parties with whom we have contracted to perform services on our behalf, such as, printing, mailing, fraud prevention, and data processing services, as well as, nonaffiliated financial organizations with which we have clearing agreements. We may disclose all of the information that we collect, as described above. We may also disclose nonpublic personal information about our customers as permitted or required by law.
5. We do not disclose nonpublic personal information about former customers, except as permitted or required by law.
6. If our customers visit a Pershing internet web site, we may occasionally use a "cookie" in order to provide better service, to facilitate our customers' use of the web site, to track usage of the web site, and to address security hazards. A cookie is a small piece of information that a web site stores on a personal computer and which it can later retrieve. We may use cookies for some administrative purposes, for example, to store our customers' preferences for certain kinds of information. None will contain information that will enable anyone to contact our customers via telephone, e-mail, or any other means. If our customers are uncomfortable with the use of cookie technology, they can set their browsers to refuse cookies. Certain of our services, however, could be dependent on cookies and our customers may disable those services by refusing cookies.

BWIS INSURANCE PRIVACY POLICY ADDENDUM

Permitted Disclosures without Your Authorization

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.

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, we will, within 30 business days from the date such request is received:
 - Inform you of the nature and substance of such recorded personal information;
 - Give a copy of the recorded personal information to you;
 - 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. We will also identify the source of the information if such source is an institutional source.
3. For any medical information, we will identify the doctor or the medical care institution which provided such information. We can send the information directly to you or your doctor. If information is sent to a doctor, we will notify you at the time of the disclosure that it has been provided to the doctor.
4. We 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.

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 we cannot make such correction, amendment or deletion, the reasons for denying your request, and your right to file a statement as provided below.
2. If we grant your request for correction, amendment or deletion of recorded personal information, we 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 our refusal to correct, amend or delete recorded personal information, you are permitted to file with us:
- 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 our refusal to correct, amend or delete recorded personal information.
4. If you file a statement described above, we 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 B above.

BWIS NEW ACCOUNT AGREEMENT/ TERMS AND CONDITIONS SIGNATURE PAGE

I agree to be bound by all terms and conditions of the BancWest Investment Services New Account Agreement which includes the Terms and Conditions for Online Investing and the Cash Sweep Disclosures. I certify that all the information on the New Account Application Form is true and correct. I also certify that I was given a copy of my New Account Form and New Account Agreement applicable to this account.

Signature	Date	Signature	Date
Signature	Date	Signature	Date
INTERNAL USE ONLY			
Registered Representative Signature	RR #	Region/Branch #	Approved by BWIS

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.*

The following Page Entitled
“Important Privacy Choices for Consumers”
is for
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