

This document contains two parts. Part A contains your consent to receive electronic communications from Pacific Premier Bank, including electronic communications from its division Pacific Premier Trust. Part B sets forth the terms and conditions of the Premier Wealth online service offered by Pacific Premier Bank through its Pacific Premier Trust division.

## **PART A**

### **Consent to Electronic Communications**

You agree to the following terms:

- 1. Communications.** Any notice, record or other type of information that is provided to you in connection with your account or account-related services (e.g., the Premier Wealth online service) ("*Communications*") may be provided to you electronically by notifying you of its posting at our web site [www.pacificpremiertrust.com](http://www.pacificpremiertrust.com), by making it available to you through our Premier Wealth online service, or by sending it to you or your authorized representative by email. This includes, for example, this Consent, the Premier Wealth Online Service Agreement, change-in-term notices, amendments to the custodial agreement, invoices, statements, fee and transaction information, check and document images, tax information, privacy and other notices, and other account-related information.
- 2. Paper Copies.** You may request a paper copy of any Communication by contacting us at Pacific Premier Trust, Attn: Client Services, P.O. Box 981012, Boston, MA 02298, or by calling us at (800) 962-4238. We may impose a fee for paper copies (See our fee schedule for the related expense).
- 3. Withdrawal of Consent.** You can withdraw your consent to ongoing electronic Communications and ask that they be sent to you in paper or non-electronic form. To do so you must contact us at Pacific Premier Trust, Attn: Client Services, P.O. Box 981012, Boston, MA 02298, or call us at (800) 962-4238. Your notice must be received by us at least three business days in advance of the next Communication. We may elect to terminate some or all of our account-related services, such as Premier Wealth online service, if you choose to receive Communications in paper or non-electronic form and/or may charge a fee (See our applicable fee schedule).
- 4. Current Email Address.** You agree to provide us with at least 3 business days advance notice of any change in your email address for Communications. You must provide that notice to us by writing us at Pacific Premier Trust, Attn: Client Services, P.O. Box 981012, Boston, MA 02298, or by calling us at (800) 962-4238, or through our Premier Wealth online service by going to the "Profile/Logout" tab, clicking "My Profile" and then making your update.
- 5. Equipment and Software.** In order to use our Premier Wealth online service, you will need a computer with a working connection to the Internet. Your browser must support the Transport Layer Security (TLS) protocol. TLS protocol is designed to provide a secure channel to send and receive data over the Internet through encryption capabilities. Newer versions of Microsoft Edge, Google Chrome, Mozilla Firefox, and Apple Safari support this feature. You will also need either a printer connected to your computer to print Communications or sufficient hard drive space available to save the information (e.g., 1 megabyte or more). You will need to have Adobe Acrobat Reader or a compatible software installed on your computer in order for you to access, view or print your statements. To download a free copy of Adobe Acrobat Reader, please visit [www.adobe.com](http://www.adobe.com).

We do not provide ISP services. You must have your own Internet service provider.

- 6. Changes.** We may add to, delete or change these terms by providing you with advance notice.

7. **Termination.** We may elect to send paper Communications to you at any time without prior notice. We also reserve the right to terminate this Consent at any time without cause or prior notice. You may terminate this Consent at any time by withdrawing your consent in the manner described above.

You acknowledge and confirm that: (1) your system meets the requirements set forth above; (2) you agree to receive Communications electronically; and (3) you are able to access and print or store information presented at or through this website.

## **PART B**

### **Premier Wealth Online Service Agreement**

1. **Introduction.** This Agreement sets forth the terms and conditions of the Premier Wealth online service (“*Service*”) offered by Pacific Premier Bank through its division Pacific Premier Trust. In this Agreement, “*you*” refers to the owner of the accounts that may be accessed through the Service. The terms “*we*,” “*us*” and “*Pacific Premier*” refer to the Pacific Premier Trust division of Pacific Premier Bank. This Agreement is incorporated into, supplements, and supersedes where inconsistent, the terms of your custodial agreement with us with respect to the Service. Your use of the Service will be deemed further evidence of your agreement to these terms. Unless otherwise specified, the times indicated in this Agreement are Mountain Time.
2. **Our Service.** We offer the following online Services:
- *Online Account Access* — You can obtain information about your accounts, assets, and transactions. You can also view statements and tax disclosures, invoices, specify metrics for your online account dashboard, and provide updates to your personal information (e.g., address, email, or phone number). You can also designate beneficiaries or change beneficiary designations.
  - *Transfers and Payments* — You can provide us instructions to make contributions, initiate cash transfers, pay expenses, request distributions, and pay fees on your accounts.
  - *Trades* — You can perform buy and sell transactions for publicly traded equity, mutual funds, and exchange-traded funds or other investments as determined by us from time to time. You can also view your order status online.
3. **Your Equipment.** In order to use the Service, you will need the equipment and software described in the Consent to Electronic Communications (see PART A above) and a working connection to the Internet. You are responsible for the selection, installation, maintenance, and operation of your computer, software, and other equipment used in connection with the Service (“*Equipment*”). We are not responsible for any errors, failures, or malfunctions of your Equipment, or for any virus or related problems that may occur with your use of this Service. You are responsible for ensuring that your Equipment is compatible with our system. We assume no responsibility for the defects or incompatibility of any Equipment that you use for the Service, even if we have previously approved its use. We reserve the right to change our system requirements from time to time. We will provide notice of any such change. Note: Some browser software may store user names and security codes to facilitate the future use of a web site. For security reasons, you agree to disable this feature in your browser. Check your browser’s “Help” screen for more information on this feature. If you are unable to connect to the Service for any reason, please contact us at (800) 962-4238.

You agree to install and maintain appropriate antivirus protection on any Equipment you use in connection with the Service. Except as otherwise required by law, you assume sole responsibility for any and all loss, damage or injury arising with respect to any failure of your Equipment, the unavailability of telephone lines or internet access, or computer viruses, spyware, malware, or worms affecting your Equipment.

4. **Your Password.** You must establish one or more User IDs, Passwords and/or other means of identification and authentication (collectively, “*Password*”) with us to access the Service. You are responsible for keeping the Password secure and confidential. Never place your Password on or near your computer. For security reasons, we may disable your Password if it is entered incorrectly several times. We may act on any Service instruction, order, or request that is accompanied by your Password. You agree not to disclose your Password to anyone.

Each time you use the Service, you warrant that our security procedures are commercially reasonable (based on the normal size, type, and frequency of your anticipated transactions). You agree to be bound by any transfer, instruction, order, or request we receive through the Services, if it accompanied by your Password.

5. **Account Asset and Transaction Information.** You can use the Service to obtain statements, tax disclosures, invoices, and information about your account assets, cash balances, and transactions anytime of the day, seven days a week, except when the system is unavailable for maintenance or other reasons. You can also use the Service to view a breakdown of your investments (including price and balance information), see your account value and cash flow over time, and specify metrics for your online account dashboard.

Please note that the information provided may not include recent transactions and may include funds that are unavailable for immediate use. Assets that are not publicly traded may reflect values from external sources other than pricing vendors, and may be valued less frequently than other publicly traded securities. Assets for which a current value is not available may be reflected as “not valued” or at a nominal value of \$0.01.

6. **Account Maintenance; Electronic Statements.** You can use the Service to provide us with updates to your account profile, including changes to your phone number, address, and email. You may also make changes to your account beneficiary designations and statement delivery preferences.

If you elect to receive electronic statements and tax disclosures, we may discontinue sending paper statements and disclosures and make periodic statements and disclosures available to you in electronic form only. This includes, but is not limited to, ongoing disclosures currently provided on the back of your paper statement, notices posted as messages on the face of the statement, and all notices or other communications that accompany mailed statements and disclosures. We may send an electronic notification to your email address alerting you when the most recent electronic statement or disclosure is made available. Each electronic statement and disclosures will be available for your viewing, downloading or printing for a period of at least twelve months from the date that it is made available to you. If you elect to receive electronic statements, you agree to review your electronic statements in a timely manner, just as you would paper statements, and to promptly notify us of any errors, unauthorized activity or other problems. You will be deemed to receive electronic statements when they are made available to you. Any time periods within which you must notify us of any problems or errors reflected on your statement(s) will begin on the date we make the electronic statement available to you, regardless of when it is actually viewed by you. If you cannot access, print or view your electronic statements or disclosures, you must contact us immediately at (800) 962-4238 to make alternate arrangements. We may elect to send paper statements or disclosures to you at any time without prior notice. Please see the Consent to Electronic Communications set forth in

PART A above for other important information about electronic statements and our electronic communications with you.

- 7. Contributions.** You may use the Service to make contributions to your accounts with us. Contributions may only be made from eligible funding accounts held within the United States. You must not use the Service to make contributions from a funding account that you do not own. We reserve the right to determine which funding accounts are eligible for use with this Service.

Scheduling Contributions. You may instruct us to initiate a contribution on any business day that you designate (the "*Contribution Processing Date*"), subject to any limitations imposed by us. To initiate a contribution, you must specify the account the contribution funds will come from, the account to be credited with the contribution, the contribution amount, the Contribution Processing Date, and any other information we may request. The account you designate to fund the contribution must be set up through the Service and verified by us. It may take a few days for a contribution funding account to be verified. You will see when a funding account is setup and available to fund contributions on the "Contribute to my Account" section of the Service. Each time you instruct us to make a contribution, you warrant to us that you are an owner of the contribution funding account, that you are authorized to use the Service for that transaction, and that no other person's authorization is required.

Contributions requests are processed only Monday through Friday, excluding holidays. Any request we receive on a weekend, holiday, or after 2:00 p.m. on a business day may not be processed until the following business day. Contributions will normally be credited to your designated account with us by the second business day after the Contribution Processing Date. You are responsible for scheduling contributions to be made in a timely manner. We will not be responsible for delays that occur in the automated clearing house or for any action or omission by you or other financial institutions.

Contributions posted to your account as of a certain business day may not be reflected in account balances reported by the Service until the following business day. Information on contributions to your accounts with us will be reflected on your periodic statements, will be available to you online, and can be obtained by calling us at (800) 962-4238. We do not provide any other notice of the receipt of contributions.

Initiating Automatic Recurring Contributions. You may use the Service to arrange for regularly recurring contributions in the same amount from the same funding account. Once your arrangements are set, we will initiate contributions automatically in the frequency that you designate. If the Contribution Processing Date for an automatic transfer falls on a weekend or holiday, the contribution may be initiated on the following business day. Recurring contributions are subject to any limitations that we may impose.

Erroneous Transfer Instructions. You assume sole responsibility for accurately describing contribution amounts, dates, accounts, financial institutions, addresses, and any other information that we request. We are not responsible for confirming such information, or for identifying or refusing to process duplicate contribution instructions. If you give us a contribution instruction that is incorrect in any way, you agree that we may debit the designated funding account for the contribution amount whether or not the error could have been detected by us. We are not obligated to detect or correct errors in your contribution instructions.

Rejecting Contribution Instructions. We may reject contribution instructions with or without cause or prior notice. If we do, we may notify you of the rejection orally, electronically or in writing. We may reject a contribution request, for example, if the contribution instruction is unclear, ambiguous or incomplete, or is not permitted by applicable law. If we reject a

contribution instruction, you will need to re-enter the information if you wish to make the contribution at a later date.

Cancelling or Changing Contribution Instructions. You can cancel or change a contribution instruction by calling us at (800) 962-4238. To do this, you must provide us with your cancel or change request before 2:00 p.m. on the business day before the Contribution Processing Date.

If you have told us in advance to make recurring contributions to your account, you can cancel or change these contributions by (1) calling us at (800) 962-4238, or (2) writing to us at Pacific Premier Trust, Attn: Client Services, P.O. Box 981012, Boston, MA 02298. For recurring contributions, we must receive your cancel or change request at least three business days before the Contribution Processing Date. (Note: If you give us your cancel or change request by telephone or mail and we do not receive it at least three business days prior to the Contribution Processing Date, we may attempt, at our sole discretion, to cancel or change the contribution. We assume no responsibility for our delay, failure or refusal to do so, even if we accept the request for processing). 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 we do not receive written confirmation within 14 days, we may treat your verbal instruction as no longer binding.

- 8. Cash Transfers.** You may use the Service to transfer cash from your qualified retirement accounts at other institutions to your retirement accounts with us. Transfers are made using the Automated Customer Account Transfer Service (ACATS). In order to use the Service for cash transfers, the retirement account the cash will be transferred from must be held at an ACATS enabled institution within the United States. You must not use the Service to transfer cash from an account that you do not own. Cash transfers may only be made to eligible account types. We reserve the right to determine which retirement accounts are eligible for use with this Service.

Initiating Transfers. To initiate a cash transfer, you must specify the qualified retirement account the cash will come from (including the account number, type, and institution where it is held), name and tax identification number of the account holder, transfer amount, account to be credited with the transfer, whether the transaction is a full or partial transfer of the qualified retirement account, and any other information we may request. Cash transfers are subject to any limitations that we may impose. Each time you request a cash transfer, you warrant to us that you are an owner of the retirement account the cash will come from, that you are authorized to use the Service for that transaction, and that no other person's authorization is required.

Our business days for processing cash transfer requests are Monday through Friday, excluding holidays. Requests are processed on the first business day after the business day we receive them. If we receive a request on a weekend or holiday, processing of the request may be delayed until the second business day after it is received by us. We will forward your cash transfer instruction to the institution where your qualified retirement account is held within one business day of our processing.

Some transfer instructions can be handled entirely through the electronic transfer system and processed immediately by the institution where your qualified retirement account is held. However, some institutions also require paper forms with physical signatures to initiate cash transfers. As such, you may be required to provide additional documentation in order to complete transfer requests. Also, it may take a few days or weeks for the institution where your qualified retirement account is held to verify and act upon your transfer instructions. We will not be responsible for delays that occur with the transfer system or for any action, inaction, or omission by you or the financial institution where your qualified retirement account is held.

Cash transfers are normally credited to your account with us within three to five business days of when we receive the transfer. Cash transfers posted to your account as of a certain business

day may not be reflected in account balances reported by the Service until the following business day. Information on cash transfers to your accounts with us will be reflected on your periodic statements, will be available to you online, and can be obtained by calling us at (800) 962-4238. We do not provide any other notice of the receipt of cash transfers.

Erroneous Transfer Instructions. You assume sole responsibility for accurately describing transfer amounts, dates, accounts, financial institutions, addresses, and any other other information that we or your other financial institution may request. We are not responsible for confirming such information, or for identifying or refusing to process duplicate transfer instructions. If you give us a transfer instruction that is incorrect in any way, you agree that we or the institution where your qualified retirement account is held may debit your account for the transfer amount whether or not the error could have been detected by us. We are not obligated to detect or correct errors in your transfer instructions.

Rejecting Transfer Instructions. We may reject transfer instructions with or without cause or prior notice. If we do, we may notify you of the rejection orally, electronically or in writing. We may reject a transfer instruction, for example, if the transfer instruction is unclear, ambiguous or incomplete, or is not permitted by applicable law. If we reject a transfer instruction, you will need to re-enter the information if you wish to make the transfer at a later date.

Cancelling or Changing Transfer Instructions. You do not have a right to cancel or change a cash transfer instruction after it is submitted to us. Although we may attempt, at our sole discretion, to cancel or change the transfer instruction, we assume no responsibility for our delay, failure or refusal to do so, even if we accept the request for processing. Our acceptance of any cancellation or change request will not obligate us to accept any future cancellation or change request. You agree to indemnify, defend and hold us, our employees, our affiliates, and our agents harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we or our agents incur, in connection with any request by you to cancel or change a transfer instruction.

- 9. Trades.** You can use the Service to perform buy and sell transactions for publicly traded equity, mutual funds, exchange-traded funds, or any other investments that we may permit from time to time. Certain assets may be ineligible for use with this Service or your account based on applicable law, our requirements, or requirements of the broker-dealers we use to execute trades. Eligible assets must be registered with the U.S. Securities and Exchange Commission, established with the broker-dealer we use for execution of online trade orders, and be either listed on a U.S. securities exchange or established as an NSCC eligible mutual fund. We reserve the right to determine which assets are eligible for use with this Service. If we determine that an asset is not eligible for use with this Service or your account, we may cancel the transaction or require that it be removed from your account, whether by reversal, transfer or distribution.

Valuations reflected in the Service are from industry sources believed to be reliable, but are not guaranteed. Prices are provided as a general indication of market value and may differ from actual market prices or resale values.

Non-Deposit investment products are not insured by the FDIC; are not deposits or other obligations of, or guaranteed by, Pacific Premier Bank or any of its divisions; and are subject to investment risks, including possible loss of the principal amount invested.
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Initiating Trades. To initiate a trade, you must specify the transaction type (i.e., buy or sell), the account and portfolio for which the trade is being made, the asset name and amount or number of shares being traded, any time or price limits for the trade order, and any other information we

may request. Trade orders are subject to any limitations that we may impose. We may debit your account for buy orders as soon as they are submitted to us.

Trade orders are processed only Monday through Friday, excluding holidays. Any trade order received on a weekend, holiday, or after our cut-off hour on a business day may not be processed by us until the following business day. Our cut-off hour for trade orders varies by asset type. For equity and exchange traded funds, our cut-off hour is 2:00 p.m. For mutual funds, our cut-off hour may be as early as 12:00 p.m. (noon) and as late as 1:45 p.m., depending on the mutual fund company's cut-off time. Submission of a trade order after our cut-off hour does not guarantee that it will be processed on the next business day.

We will forward your trade order to a non-affiliated, execution broker-dealer or the specified mutual fund company for execution on the same business day as it is processed by us. You acknowledge that we serve only as the directed custodian of your account and are not a broker-dealer or otherwise performing any functions of a broker-dealer. You also acknowledge that neither we nor the broker-dealer we use for execution of your trade order will provide you with any investment, tax, or legal advice and does not evaluate, recommend, or otherwise endorse any trades. All execution broker-dealer fees or commissions will be added to the total cost of your transaction. We will not be responsible for delays that occur with the broker-dealer or mutual fund company or for any action, inaction, or omission by you or the broker-dealer or mutual fund company that executes your order.

When an order is successfully submitted to us, you will receive an "Activity ID" for the transaction. Information on trade orders will be reflected on your periodic statements, will be available to you online, and can be obtained by calling us at (800) 962-4238. We do not provide any other notice for trade orders.

Overdrafts. You agree to not submit trade orders that will result in an overdraft or oversell of shares on your account. You will be responsible for all costs and losses associated with any overdraft or oversell transaction. Although we may attempt, at our sole discretion (and without prior notice), to correct an overdraft or oversell transaction by canceling, modifying, or placing an offsetting transaction on your behalf, we assume no responsibility for our delay, failure or refusal to do so. You agree to indemnify, defend and hold us, our employees, our affiliates, and our agents harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we or our agents incur, in connection with any overdraft or oversell transaction on your account.

Erroneous Trade Orders. You assume sole responsibility for the accuracy of all information in your trade orders, including but not limited to, assets names, trade amounts or number of shares, accounts and portfolios, and any applicable time or price limits associated with your trade orders. We are not responsible for confirming such information, or for identifying or refusing to process duplicate trade orders. If you give us a trade order that is incorrect in any way, you agree that we and all other parties associated with the trade order may execute the trade according to the order submitted to us whether or not the error could have been detected by us. We are not obligated to detect or correct errors in your trade orders.

Rejecting Trade Orders. We may reject trade orders with or without cause or prior notice. If we do, we may notify you of the rejection orally, electronically or in writing. We may reject a trade order, for example, if you do not have sufficient available funds to cover the trade or the trade order is unclear, ambiguous or incomplete. If we reject a trade order, you will need to re-enter the information if you wish to make the trade at a later date.

Cancelling or Changing Trade Orders. You do not have a right to cancel or change a trade order after it is submitted to us. Although we may attempt, at our sole discretion, to cancel or change the trade order, we assume no responsibility for our delay, failure or refusal to do so,

even if we accept the request for processing. Our acceptance of any cancellation or change request will not obligate us to accept any future cancellation or change request. You agree to indemnify, defend and hold us, our employees, our affiliates, and our agents harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we or our agents incur, in connection with any request by you to cancel or change a trade order.

- 10. Expense Payments.** You can use the Service to pay expenses associated with the real estate and private equity assets held in your accounts with us. Expense payments may be made only from the account that holds the corresponding asset. Payments may be made within the United States only. We reserve the right to determine who may be a payee for payments made with this Service.

Scheduling Expense Payments. You may instruct us to initiate a payment on any business day that you designate (the "*Payment Send Date*"), subject to any limitations that we may impose. To initiate a payment, you must specify the person or business you are paying, the Payment Send Date, the asset to which the payment relates, the reason for payment, the amount to be paid, your account or invoice number with the payee, and any other information we may request. You must also upload supporting documentation for the payment (e.g., bill, invoice, etc.). The first time you request a payment to be made to a payee, you must also specify the payee's address and other payment information requested by the Service. Note: We may modify the payee address to accommodate special processing requirements. You must accurately describe the payee and other payment information requested by the Service. If you describe any payee inconsistently by name and number, we and other institutions may process the payment solely on the basis of the number, even if the number identifies a person or entity different from the named payee.

Depending on the payment delivery option you select, expense payments may be sent via wire, automated clearing house (ACH), or as a check. Payments are processed only Monday through Friday, excluding holidays. Any request we receive on a weekend, holiday, or after our cut-off hour on a business day may not be processed by us until the following business day. Our cut-off hour varies based on the payment delivery type and is 1:00 p.m. for payments made via wire, and 2:00 p.m. for payments made via ACH or check. Processing for payments to new payees may be delayed up to one business day while we verify the new payee. Payments made via wire will normally be received by the payee within one business day of the Payment Send Date. ACH payments will normally be received by the payee within two business days after the Payment Send Date. Payments made by check may not be placed with the U.S. Postal Service until the business day following the Payment Send Date. Because it could take several days for a payee to receive a check through the U.S. mail, you should allow sufficient time for payments by check. You are responsible for scheduling payments to be made in a timely manner. Do not rely on any payment grace period. We are not responsible for delays that occur in the postal system, automated clearing house or wire transfer system, or for any action or omission by a payee.

There is a fee of \$35 for each expense payment made by wire and a fee of \$15 for each expense payment made by check. However, there are no fees for expense payments made by ACH. Fees may change from time to time and are subject to the terms and conditions of the custodial agreement. See our [fee schedule](#) for all fees related to the Service. We may debit your account for expense payments and related fees as early as two business days before the Payment Send Date and credit the funds to an omnibus account we use to process transactions.

Initiating Automatic Recurring Payments. You may use the Service to make regularly recurring payments in the same amount to the same payee. When you schedule recurring payments, you must specify the person or business you are paying, the payee's address, the asset to which the payments relate, the reason for the payments, the amount to be paid, your account or invoice

number with the payee, and any other information that we may request. You must also upload supporting documentation for the initial payment made to that payee (e.g., bill, invoice, etc.). Once your arrangements are set, we will send your payment automatically in the frequency you designate. If the Payment Send Date for an automatic payment falls on a weekend or holiday, the payment may be sent on the following business day.

Erroneous Payment Instructions. You assume sole responsibility for accurately describing payees, payment amounts, payee addresses, and all other payment information requested by the Service. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate payment instructions. If you give us a payment instruction that is incomplete, untimely, or incorrect in any way, you agree that we may debit your account for the payment whether or not the error could have been detected by us. We are not obligated to detect errors in your payment instructions.

Rejecting Payment Instructions. We may reject payment instructions with or without cause or prior notice. If we do, we may notify you of the rejection orally, electronically or in writing. We may reject a payment instruction, for example, if you do not have sufficient available funds to cover the payment or the payment instruction is unclear, ambiguous or incomplete. If we reject a payment instruction, you will need to re-enter the information if you wish to make the payment at a later date.

Changing, Cancelling, and Stopping Payments. You can cancel or change a payment instruction by calling us at (800) 962-4238. To do this, you must provide us with your cancel or change request before 2:00 p.m. on the business day before the Payment Send Date.

If you have told us in advance to make recurring payments out of your account, you can cancel or change these payments by (1) calling us at (800) 962-4238, or (2) writing to us at Pacific Premier Trust, Attn: Client Services, P.O. Box 981012, Boston, MA 02298. For recurring payments, we must receive your cancel or change request at least three business days before the Payment Send Date. (Note: If you give us your cancel or change request by telephone or mail and we do not receive it at least three business days prior to the Payment Send Date, we may attempt, at our sole discretion, to cancel or change the payment. We assume no responsibility for our delay, failure or refusal to do so, even if we accept the request for processing). 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 we do not receive written confirmation within 14 days, we may treat your verbal instruction as no longer binding.

You may stop the payment of any outstanding expense payment check by calling us at (800) 962-4238. 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 (see our [fee schedule](#) for costs associated with stop payment orders). If we do not receive written confirmation within 14 days, we may treat your verbal stop payment order as no longer binding. We must receive your stop payment order at a time and in a manner which affords us a reasonable opportunity to act upon it. Stop payment orders are effective for six months.

11. **Fees Payments.** You can use the Service to pay your account fees electronically. Payments can be made using your credit or debit card (each, a "Card") or via automated clearing house ("ACH") from your eligible deposit account, and can be scheduled as one-time payments or automatic recurring payments. You must not use the Service to pay account fees from a Card or deposit account that you do not own. This Service is available only for customers who are enrolled for invoice billing on their accounts.

Scheduling One-Time Payments. To make a one-time payment, you will need to provide us with information about the Card or deposit account your payment is coming from, the invoice you wish to pay, the payment amount, and any other information we may request. Each time

you instruct us to make a payment, you warrant to us that you are an owner of the Card or deposit account the payment is coming from, that you are authorized to use the Service for that transaction, and that no other person's authorization is required.

Fee payments are processed only Monday through Friday, excluding holidays. Any instruction we receive on a weekend, holiday, or after 5:00 p.m. on a business day may not be processed until the following business day. One-time payments from a Card will normally be charged to the Card on the scheduled payment date and credited to the selected invoice on the following business day. Payments made via ACH will normally be applied to selected invoice by the third business day after the scheduled payment date.

Information on fee payments will be reflected on your periodic statements, will be available to you online, and can be obtained by calling us at (800) 962-4238. We do not provide any other notice of the receipt of fee payments.

Initiating Automatic Recurring Payments. To schedule automatic recurring payments, you will need to provide us with information about the Card or deposit account your payments are coming from, the account for which payments are to be made, the timing of your payments, the authorized range for payment amounts, and any other information that we may request. Once your arrangements are set, we will initiate fee payments automatically according to your payment instructions. If the scheduled payment date for an automatic payment falls on a weekend or holiday, the payment may be initiated on the preceding business day.

Rejecting Payment Instructions. We may reject payment instructions with or without cause or prior notice. If we do, we may notify you of the rejection orally, electronically or in writing. We may reject a payment instruction, for example, if the payment instruction is unclear, ambiguous or incomplete. If we reject a payment instruction, you will need to re-enter the information if you wish to make the payment at a later date.

Cancelling or Changing Payment Instructions. You can cancel or change a payment request electronically by deleting or changing the payment instruction from the online payment screen. To do this, you must act before 5:00 p.m. two business days before the scheduled payment date.

If you have told us in advance to make automatic recurring payments for the fees on your account, you can cancel or change these payments by (1) cancelling or deleting the payment instruction from the automatic payments screen within the Service, (2) calling us at (800) 962-4238, or (3) writing to us at Pacific Premier Trust, Attn: Client Services, P.O. Box 981012, Boston, MA 02298. We must receive your cancel or change request at least three business days before your next fee payment is scheduled to occur. (Note: If you give us your cancel or change request by telephone or mail and we do not receive it at least three business days prior to the date your next fee payment is scheduled to occur, we may attempt, at our sole discretion, to cancel or change the contribution. We assume no responsibility for our delay, failure or refusal to do so, even if we accept the request for processing). 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 we do not receive written confirmation within 14 days, we may treat your verbal instruction as no longer binding.

12. **Distributions.** You can use the Service to initiate cash distributions from your accounts with us. Distributions may be issued electronically using the payment information that you have on file with us or via check sent to your address of record. Online distributions may only be made to accounts and addresses within the United States. In-kind distributions are not available with this Service.

Distribution Instructions. To initiate a distribution, you must specify the amount of the desired distribution, the account it will be taken from, your federal and state withholding preferences, your preferred payment delivery option, and any other information that we may request.

Before a distribution payment can be made electronically (i.e., via wire transfer or automated clearing house), your designated deposit account must first be setup and verified by us. You can do this by furnishing us with a completed *Standing Instructions for Electronic Funds Transfers* form (the “EFT Distribution Form”) with the required information for your designated deposit account. You may obtain an electronic copy of the EFT Distribution Form on our website at: [www.pacificpremiertrust.com](http://www.pacificpremiertrust.com) by clicking the “Find a Form” tab at the top of the screen and selecting *Standing Instructions for Electronic Funds Transfers* under the “Manage Your Account” group of documents.

It may take a few days after we receive the completed EFT Distribution Form for your designated deposit account to be setup for electronic distributions. You will see when your designated deposit account is setup for electronic distributions in the “Request a Distribution” section of the Service.

You must accurately describe the designated deposit account and other information associated with your distribution instruction. If you describe the designated deposit account or other payment information inconsistently by name and number, we and other institutions may process the distribution instruction solely on the basis of the number, even if the number identifies a person or entity different from the named payee for the distribution.

Depending on the payment delivery option you select, cash distributions may be sent via wire, automated clearing house (ACH), or as a check. Distribution requests are processed only Monday through Friday, excluding holidays. Any request we receive on a weekend, holiday, or after our cut-off hour on a business day may not be processed until the following business day. Our cut-off hour varies based on the payment delivery type and is 1:00 p.m. for payments made via wire, and 2:00 p.m. for payments made via ACH or check. Distributions sent via wire will normally be credited to your designated deposit account within one business day of the day that we process your request. Distributions sent via ACH will normally be credited to your designated deposit account within two business days after we process your request. Payments made by check may not be placed with the U.S. Postal Service until the business day following the date we process your request. Because it could take several days for you to receive a check through the U.S. mail, you should allow sufficient time for distributions by check. We are not responsible for delays that occur in the postal system, automated clearing house, or wire transfer system.

There is a fee of \$35 for each distribution payment made by wire and a fee of \$15 for each distribution payment made by check. However, there are no fees for distribution payments made by ACH. Fees may change from time to time and are subject to the terms and conditions of the custodial agreement. See our [fee schedule](#) for all fees related to the Service. We may debit your account for distributions and related fees as early as the business day we process your request and credit the funds to an omnibus account we use to process transactions.

Erroneous Distribution Instructions. You assume sole responsibility for accurately describing distribution amounts, payee addresses, and all other payment information for distributions. We are not responsible for confirming such information, or for monitoring or refusing to process duplicate instructions. If you give us a distribution instruction that is incomplete, untimely, or incorrect in any way, you agree that we may debit your account for the distribution amount whether or not the error could have been detected by us. We are not obligated to detect errors in your distribution instructions.

Rejecting Distribution Instructions. We may reject distribution instructions with or without cause or prior notice. If we do, we may notify you of the rejection orally, electronically or in writing. We may reject a distribution instruction, for example, if you do not have sufficient available funds to cover the distribution or the instruction is unclear, ambiguous or incomplete. If we reject a distribution instruction, you will need to re-enter the information if you wish to have the distribution made at a later date.

Changing, Cancelling, and Stopping Distribution Instructions. You do not have a right to cancel or change a distribution instruction after it is submitted to us. Although we may attempt, at our sole discretion, to cancel or change the distribution instruction, we assume no responsibility for our delay, failure or refusal to do so, even if we accept the request for processing. Our acceptance of any cancellation or change request will not obligate us to accept any future cancellation or change request. You agree to indemnify, defend and hold us, our employees, our affiliates, and our agents harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we or our agents incur, in connection with any request by you to cancel or change a distribution instruction.

You may stop the payment of any outstanding distribution check by calling us at (800) 962-4238. 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 (see our [fee schedule](#) for costs associated with stop payment orders). If we do not receive written confirmation within 14 days, we may treat your verbal stop payment order as no longer binding. We must receive your stop payment order at a time and in a manner which affords us a reasonable opportunity to act upon it. Stop payment orders are effective for six months.

13. **No Warranties.** THE SERVICE IS MADE AVAILABLE ON AN “AS-IS” AND “AS AVAILABLE” BASIS. NEITHER WE NOR OUR VENDORS PROVIDE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THIS SERVICE. ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED TO THE GREATEST EXTENT PERMITTED BY LAW. NEITHER WE NOR OUR VENDORS ASSUME ANY LIABILITY FOR THE UNAVAILABILITY OF THE SERVICE. THIS PROVISION SHALL NOT BE DEEMED TO LIMIT OUR OBLIGATIONS AS OTHERWISE SET FORTH IN THIS AGREEMENT OR AS REQUIRED BY LAW.
14. **Hours of Operation; Service Unavailability.** You can access account information through the Service 7 days a week, 24 hours a day. The information may not reflect recent or pending transactions. There may be times when all or part of the Service is temporarily unavailable due to system outages, maintenance or technical difficulties. We may suspend this Service immediately if we believe the security of the Service has been compromised or we question the legality of any transaction. We assume no responsibility for any damage or delay that may result from such unavailability.
15. **Privacy.** We may release information about you, your accounts and the transactions you perform to companies that perform services for us (such as statement printers and data processing firms), with your permission, and as permitted by law. We may disclose information, for example: where it is necessary or helpful for completing a transaction; to report the existence, history and condition of your account to credit reporting agencies; and to comply with government agency and court orders. Please see our Privacy Policy web page or call us at (800) 962-4238 for information about how we gather, use and secure nonpublic personal information about you.
16. **Electronic Mail.** If you send us electronic mail (“*e-mail*”), we may not receive or review it immediately. We will have a reasonable time to act upon any e-mail request or notice, and

reserve the right to reject any transaction or request received by e-mail. You acknowledge that, even though e-mail may be encrypted, we cannot ensure that it will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. Our service providers and we assume no responsibility for viruses created by third parties, or for any third party's unauthorized access to, or use of, your computer system. Please do not include any sensitive information about yourself or your accounts in e-mail that is not encrypted and sent through a secure e-mail system.

- 17. Discrepancies.** We assume no responsibility for the accuracy or timeliness of information provided by, or retrieved from, other institutions or other parties to your transactions. You agree to provide us with prior written notice of any changes in your designated accounts with payees and other institutions that would affect our right or ability to process Service transfers or payments.

If a transfer or payment instruction identifies a payee or a bank by name and account or other identifying number, we and other financial institutions may process the transaction solely on the basis of the number, even if it identifies a different person or entity from what is indicated in the instruction. We have no obligation to identify and investigate discrepancies between names and numbers.

- 18. Business Days.** Our business days are Monday through Friday, excluding holidays.

- 19. Documentation.** You will receive or have electronic access to a new account statement at least quarterly.

- 20. Service Fees.** There are no fees for accessing information about your accounts through the Service. However, we may impose a charge of \$35 for overnight delivery of payments or distributions made by check. We also may impose a charge for transfers or payments drawn on non-sufficient funds. Fees may change from time to time and are subject to the terms and conditions of the custodial agreement. See our [fee schedule](#) for all fees related to the Service. We are not responsible for any fees that may be billed to you by your Internet service provider.

- 21. Limitations.** We reserve the right to limit the frequency and dollar amount of transfers, payments, and distributions for security reasons. Payments and transfers may only be made to and from account in the United States, and only in U.S. dollars. The minimum amount for contributions made through the Service is currently \$25, but subject to change in accordance with the terms of the custodial agreement. We may permit you to exceed this limit from time to time at our sole discretion, but may cease doing so at any time and without prior notice.

Service transactions may periodically be delayed pending our review and approval. We may refuse to permit Service transactions with or without cause or prior notice. For example, we may refuse to permit a Service transaction without prior notice if we believe it may violate applicable law. See your custodial agreement for further details.

- 22. Your Responsibility.** You are responsible for keeping your Password secure and confidential. You must never disclose your Password to anyone. Never place your Password on or near your computer. We may act on any Service instruction, order, or request that is accompanied by your Password.

Tell us AT ONCE if you have a question about a Service transaction, believe your Password has been lost or stolen, or that someone has transferred or may transfer money from your account without your permission. You could lose all the money and assets in your account. Telephoning us at (800) 962-4238 is the best way of keeping your possible losses down. You can also write to us at Pacific Premier Trust, Attn: Client Services, P.O. Box 981012, Boston, MA 02298.

- 23. Limitation on Time to Sue.** Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to the Service must be commenced no later than one year after the day the cause of action accrues.
- 24. Indemnification.** Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us, our employees, our affiliates, and our agents harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our Service, or (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.
- 25. Other Terms.** This Agreement is incorporated into, supplements and supersedes where inconsistent, the terms of your custodial agreement with us. Please see that agreement for other terms relating to this Service (e.g., waivers, dispute resolution, and governing law). You agree to comply with the Terms and Conditions found at our web site, as well as any Service guidelines and instructions set forth at that site. Unless we agree otherwise in a writing that specifically refers to this Agreement, this Agreement, our web site terms and conditions, and your account agreement contain all of the terms of our agreement with you with respect to the Service.
- 26. Change in Terms.** We may add to, delete from, or change the terms of this Agreement at any time by sending a notice to any of you at the mail or e-mail address shown in our records, by posting the notice or an amended Agreement on our web site, or by delivering it to you. You may choose not to accept the change by closing your account(s) or terminating this Agreement and your use of the Service.

Note: Some of our Services may not be available at all times. We may make additional Services or new features available from time to time.

- 27. Assistance.** If our on-line system is not available for any reason, you can contact us during our regular business hours at (800) 962-4238 for assistance.
- 28. Termination.** We may terminate or suspend your access to all or part of the Service at any time, with or without cause. If you decide to cancel the Service, call us at (800) 962-4238 or write to us at Pacific Premier Trust, Attn: Client Services, P.O. Box 981012, Boston, MA 02298. Let us know if you have any outstanding scheduled or recurring payments or transfers that you also wish to cancel. Unless you advise us not to make such payments or transfers, you will be responsible for any payments or transfers we make following your notice of termination. We may refuse to make scheduled or recurring Service payments and/or transfers following termination of the Service. Any indemnification required by this Agreement shall survive its termination.