

CCMX Cash Management & Sweep Program Disclosures

1. Introduction

Free cash balances in your Carta Capital Markets, LLC (“CCMX”) Brokerage Account (your “Account”) are maintained at CCMX’s partner bank, JPMorgan Chase Bank N.A. (the “Program Bank”), in a Federal Deposit Insurance Corporation (“FDIC”) insured omnibus account for the exclusive benefit of CCMX’s customers (the “Deposit Account”), pursuant to an established sweep program (the “Sweep Program”).

This document contains important information and disclosures concerning the Sweep Program and how we will treat free cash balances in your Account. You understand that by opening your Account at CCMX, you are electing to participate in the Sweep Program. These Disclosures supplement the terms and conditions in your CCMX Brokerage Account Agreement with us (“Brokerage Agreement”) governing your Account. In the event of a conflict between the terms of the Brokerage Agreement and the terms of these Disclosures, the terms of these Disclosures will govern the Sweep Program.

All CCMX cash deposits are maintained in the Deposit Account at the Program Bank. You may not opt out of the Sweep Program without otherwise closing your CCMX Account. The Program Bank is the sole deposit bank in the Sweep Program. Your Account is not a deposit account and CCMX is not a bank.

2. FDIC Coverage

Funds in the Deposit Account at the Program Bank are eligible for deposit insurance by the FDIC up to a specified amount of principal and accrued interest for each insurable capacity, when aggregated with all other deposits you hold in the same insurable capacity at the Program Bank. The FDIC insurance limit applicable to each insurable capacity is referred to in this document as the “Maximum FDIC Insurance Amount.” The Maximum FDIC Insurance Amount for each insurable capacity is currently \$250,000. For purposes of the Maximum FDIC Insurance Amount, you must aggregate all other deposits held in the same insurable capacity at the Program Bank. For example, funds in the Deposit Account at the Program Bank held by an individual are insured up to \$250,000 with all other deposits held in an individual capacity at that Program Bank.

Your cash deposits are held in a single bank and the maximum FDIC coverage available to your Account is therefore \$250,000. Your funds become eligible for deposit insurance immediately upon placement into the Deposit Account at the Program Bank. Any deposits (including certificates of deposit) that you maintain in the same capacity directly with the Program Bank, or through an intermediary, will be aggregated with your deposits in the Deposit Account at the Program Bank for purposes of the Maximum FDIC Insurance Amount.

The Deposit Account constitutes a direct obligation of the Program Bank and is not directly or indirectly an obligation of CCMX. You can obtain publicly available financial information concerning the Program Bank at www.ffiec.gov/nic or by contacting the FDIC Public Information Center at L. William Seidman Center, Virginia Square, 3501 North Fairfax Drive, Arlington, Virginia 22226 or by phone at 703-562-2200. CCMX does not guarantee in any way the financial condition of the Program Bank, nor the accuracy of any publicly available financial information concerning the Program Bank.

You will not have a direct account relationship with the Program Bank. CCMX, as your agent, will establish the Deposit Account at the Program Bank, and make deposits to and withdrawals from the Deposit Account.

The information in these Disclosures applies, unless otherwise indicated, to each Account for which you are a client of record, whether as an individual, trustee, executor, custodian, or in any other capacity, and is furnished to you in each of such capacities in respect of all such accounts.

You are responsible for monitoring the total amount of deposits that you hold with the Program Bank, directly or through an intermediary, in order to determine the extent of deposit insurance coverage available to you on your deposits. CCMX is not responsible for any insured or uninsured portion of the Deposit Account or any other deposits.

In the event the Program Bank fails, the Deposit Account at the Program Bank is insured, together with all other deposits you maintain, directly or indirectly at the Program Bank in the same insurable capacity, up to the Maximum FDIC Insurance Amount, for principal and any interest accrued to the day the Program Bank is closed. Under certain circumstances, if you become the owner of deposits at the Program Bank because another depositor dies, beginning six months after the death of the depositor the FDIC will aggregate those deposits for purposes of the Maximum FDIC Insurance Amount with any other deposits that you own in the same insurable capacity at the Program Bank. Examples of accounts that may be subject to this FDIC policy include joint accounts, "payable on death" accounts and certain trust accounts. The FDIC provides the six-month "grace period" to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

In the event that federal deposit insurance payments become necessary, payments of principal plus any unpaid accrued interest will be made to you. There is no specific time period during which the FDIC must make insurance payments available, and CCMX is under no obligation to credit your account with funds in advance of payments received from the FDIC. Furthermore, you may be required to provide certain documentation to the FDIC and CCMX before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment. If the Deposit Account or other deposits at the Program Bank are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be insured separately, up to the Maximum FDIC Insurance Amount, from the deposits that you might have established with the acquirer until: (i) the maturity date of any time deposits (including certificates of deposit) that were assumed; or (ii) with respect to deposits that are not time deposits, the expiration of a six month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquirer held in the same capacity for purposes of FDIC insurance coverage. Any deposit opened at the acquirer after the acquisition will be aggregated with deposits established with the acquirer for purposes of FDIC insurance coverage.

3. Managing Aggregate Balances

Any deposits (including certificates of deposit) that you maintain in the same insurable capacity directly with the Program Bank or indirectly through CCMX or another intermediary, regardless of the number of accounts, are aggregated by the FDIC for purposes of the applicable insurance limits. It is, therefore, important for you to monitor the total amount of deposits that you have with the Program Bank, in order to determine the extent of FDIC insurance coverage available to you.

CCMX does not take responsibility for knowing your bank deposit account balances outside of your CCMX Account or where they are deposited. If you have multiple Accounts of the same type registered under the same tax identification number, the combined balance of those Accounts is used for purposes of determining FDIC insurance coverage.

4. Questions About FDIC Insurance Coverage

If you have questions about basic FDIC insurance coverage, you may wish to seek advice from your own attorney, including concerning FDIC insurance coverage of deposits held in more than one insurable capacity. You may also obtain information by contacting the FDIC, Deposit Insurance Outreach, Division of Depositor and Consumer Protection, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342 or 800-925-4618 (TDD)), by visiting the FDIC Website at www.fdic.gov/deposit/index.html, or by email using the FDIC's On-line Customer Assistance Form available on its website. Disclosures regarding FDIC insurance coverage in this

document are summary only, do not state all of the requirements and conditions of FDIC insurance, and are subject to, and qualified in their entirety by, regulations and guidance of the FDIC.

5. SIPC Protection

SIPC is a non-profit membership corporation created by the Securities Investor Protection Act of 1970, funded primarily by its member securities brokerage firms registered with the U.S. Securities and Exchange Commission ("SEC"). SIPC provides protection against custodial risk to clients of securities brokerage firms, like CCMX, in the event such firms become insolvent. Unlike FDIC insurance, SIPC does not insure against the loss of your investment. Nor does SIPC insurance insure the quality of investments or protect against a decline or fluctuations in the value of your investment. SIPC protects each client's securities and cash held for the purpose of purchasing securities in a client's Account at an insolvent brokerage firm. SIPC protects against the loss of customer securities and cash up to a total of \$500,000 (of which up to \$250,000 may be cash) per customer in each separate capacity under SIPC rules. Deposited balances in the Deposit Account are eligible for FDIC insurance, however they are not eligible for coverage by SIPC.

If you have questions about SIPC protection, please email support@cartacapitalmarkets.com or call 209-651-6561. You may also obtain information about SIPC protection, including a brochure that describes SIPC and SIPC protection, by accessing the SIPC website at www.sipc.org.

6. Interest on Balances in the Deposit Account

The Deposit Account is not interest-bearing and CCMX customers do not earn any interest on their cash deposits.

7. Information About the Deposit Account

You will not receive separate trade confirmations with respect to deposits to and withdrawals from the Deposit Account. All activity with respect to the Deposit Account will appear on your CCMX Account statement. For each statement period, your Account statement will reflect: all deposits to and withdrawals from the Deposit Account, and your opening and closing balances in the Deposit Account at the Program Bank.

CCMX is responsible for the accuracy of your statement, not the Program Bank. You may contact CCMX support at support@cartacapitalmarkets.com or 209-651-6561 if you have any questions about Deposit Account transactions on your statement.

8. Changes to the Sweep Program

In general, you will receive notification by email in advance of material changes to the Sweep Program. All notices described in these Disclosures may be made in accordance with the notice provisions of your Customer Agreement.

9. Fees and CCMX Compensation from Cash Sweep Program

Neither CCMX nor its staff receive any compensation for providing services with respect to the Sweep Program. Other than applicable fees imposed by CCMX on your Account, there are no charges, fees, or commissions imposed on your Account with respect to the Sweep Program.

10. Relationship with CCMX

CCMX is acting as your agent in establishing the Deposit Account at the Program Bank, depositing funds into the Deposit Account, and withdrawing funds from the Deposit Account. All withdrawals from your Account and deposits to your Account must be made through the CCMX Brokerage Account online interface.

Deposit Account ownership will be evidenced by a book entry on the account records of the Program Bank and by records maintained by CCMX. No evidence of ownership, such as a passbook or certificate will be issued to you. Your Account statements will reflect your balances in the Deposit Account at the Program Bank. You should retain the Account statements for your records. You may at any time obtain information about your balances in the Deposit Account through your CCMX Brokerage Account or otherwise by emailing CCMX support at: support@cartacapitalmarkets.com or calling 209-651-6561.

All transactions with respect to the Deposit Account must be directed by CCMX and all information concerning the Deposit Account can only be obtained from CCMX. Notification of unauthorized activity and any complaints regarding the bank deposit program will be accepted by CCMX. The Program Bank has no obligation to accept instructions from you with respect to the Deposit Account or provide you with information concerning the Deposit Account.