ARGOS

TERMS AND CONDITIONS

DEFINITIONS; INTERPRETATION

1. Definitions. In addition to other capitalized terms, the following definitions are used in this Agreement:
    a. "*Agreement*" means these Terms and Conditions.
    b. "*Argos*" means Argos Trust Company, LLC.
    c. "*Argos Parties*" means all officers, directors, employees, agents, managers, members, shareholders, owners, partners, and other representatives of Argos.
    d. "*Client*" means collectively and individually the Interested Parties and Structure.
    e. "*Client Advisor*" means any legal, tax, financial, or other professional engaged by or on behalf of Client.
    f. "*Entity(ies)*" means any limited liability company, partnership, corporation, company, or other similar corporate organization owned by a Structure.
    g. "*Entity Party(ies)*" means any member, manager, director, officer, shareholder, owner, equity owner, partner, or other similar ownership or management position within an Entity.
    h. "*Fee Agreement*" means the Professional Service and Fee Agreement, or any similar document from Argos.
    i. "*Interested Parties*" means those persons and Entities defined by SDCL Chs. 55-18 and 21-22, and any applicable beneficiaries, settlors/grantors, trust advisors, or committees (including distribution, tax, or investment advisors or committees), trust protectors, Entity Parties, beneficial owners, fiduciaries, or other similar persons and Entities.
    j. "*Litigation*" means any actual, ongoing, past, potential, or threatened litigation, tax, audit, governmental or regulatory inquiries or disputes, subpoenas, discovery, formal document or production requests, or any other legal or regulatory matter.
    k. "*Losses*" means individually and collectively all losses, damages, costs, penalties, expenses, fees, liabilities, claims, and obligations of every kind and description, regardless of whether contingent, actual, threatened, pending, incurred, or otherwise incurred.
    l. "*SD*" means the state of South Dakota in the United States.
    m. "*Services*" are the services to be provided by Argos as defined in the Fee Agreement and any subsequent signed agreement in which Argos has agreed to provide Services to Client.
    n. "*Structure*" means and includes all Entities or Trusts in an individual client's estate or other planning structure.
    o. "*Trust(s)*" means individually and collectively all trusts administered by Argos for a Client.

2. Interpretation. The following rules of interpretation will be used in this Agreement:
    a. Any reference to a statute or regulation includes an amended statute or regulation, along with all relevant administrative and interpretative guidance.
    b. "Client" in release and indemnity provisions means the Interested Parties and Structure "jointly and severally."
    c. References to plural and singular are used interchangeably. Client pronouns are the neutral "they."
    d. Any reference to a "waiver" is governed by this Agreement and preempts any general term or law regarding waiver.
    e. Any reference to "notification," "notice," etc. will be in writing unless otherwise specified.
    f. Any reference to "including," "such," or similar verbiage will be interpreted to be for illustrative purposes only and will be interpreted as a non-exhaustive, example list of situations which could occur.

SERVICES; FEES; DUTY TO UPDATE INFORMATION

3. Trustee Services Clarification. While "Argos" is defined broadly, for clarity and pursuant to SD law, only Argos Trust Company, LLC, or its approved successor, provides any trustee services. All Services provided by Argos are individual to the Client and may not be assigned by Client without Argos' written consent unless the Trust agreement or other signed agreement to which Argos is party provides otherwise.

4. Services; Fee Agreement. The Services provided by Argos are strictly subject to and contingent upon the acknowledgements and disclosures in this Agreement, the Fee Agreement, and any other agreement executed between Client and Argos. The Services to

be provided by Argos, along with the payment terms and fees, are defined in the Fee Agreement.

5. Reliance on Information; Correct Information. Client agrees Argos has and will continue to rely on the information provided by Client and/or any Client Advisor when considering whether to act and/or continue to act in any capacity for Client. Client further agrees they are responsible for maintaining current and correct contact information for Client and Client Advisors on file with Argos and will immediately advise Argos of any change in contact information. Client agrees Argos is not responsible for information sent to an incorrect party because of Client's or a Client Advisor's failure to provide correct information to Argos. Additionally, Client agrees Argos is entitled to rely on and act on any request, advice, opinion, representation, direction, or other action requested by a Client Advisor for Argos to complete on behalf of the Structure. Client agrees the Argos Parties are released and will be indemnified by the Structure for any reliance by Argos on the request, advice, opinion, representation, direction, or other action requested by any Client Advisor.

6. Requests for Updates; Access to Information. Client agrees Argos may periodically request updates to ensure data and materials related to the Structure, Client, and Client Advisors are correct. Client will comply promptly. Client agrees details regarding the Structure, Client, Client Advisors, or any persons associated with Client may be accessed, shared, or viewed by Argos and by any financial institutions and other entities involved in the supply of Services. Such actions will not constitute a breach of Argos' duty of confidence, loyalty, or fiduciary duty, breach of any alleged applicable privacy law, or any other duty owed by Argos to Client, including any terms governing a particular Trust or Entity within the Structure.

7. Statement Approval. Argos periodically provides statements, invoices, and other information to Client. Client has 180 days to contest any such information and, if Client does not contest such information via a writing with Argos, then Client has consented to such information, and Argos will be released and indemnified for all claims, Losses, and Litigation regarding such information.

ACCOUNTING; NO TAX OR LEGAL ADVICE

8. Accounting Procedures. Client agrees all trust accountings will be based on Argos' standard trust accounting practices. Argos will allocate expenses, with certain limited exceptions, 50% to principal and 50% to income. Some expenses will be allocated exclusively to principal or income, or be split in other ways, for example, Argos will allocate the entire insurance premium payments to principal. Argos' standard trust accounting practices largely mirror the Uniform Principal and Income Act (SDCL Ch. 55-13A), with some variances, to which Client expressly agrees. Client further agrees to request any clarification from Argos on any accounting practice within 30 days of Client receiving any invoice or other document showing Argos' accounting. Client's failure to object within this timeframe waives any right by Client to later contest the accounting.

9. No Legal or Financial Advice. Client agrees Argos does not provide any tax, legal, or investment advice. Client agrees to be fully responsible for their own legal, tax, and investment advice, and Client has not and will not rely on Argos for the same. Client may request Argos to make recommendations for Client Advisors. Any advice provided by Argos does not constitute legal advice. Client declares they will follow the advice they receive from Client Advisor and have complied and will continue to comply with all tax obligations and reporting responsibilities pertaining to the Structure. Client will not consider, assume, or interpret the Services to be providing tax, legal, or investment advice regardless of the title, professional designations, or professional affiliations of any Argos employee providing Services to Client. Client further agrees it assumes all risks for any Losses or other legal, tax, financial, or other issues, claims, or complications arising from the way the Trust and Structure were drafted or requested to be operated, including any liability arising from having fiduciaries serving the Trust or Structure located in states other than SD or not having distributions originate from SD situsd accounts. Client agrees to release and indemnify Argos for any legal, tax, or other errors, Losses, or other legal, tax, financial, or other issues with the Trust or Structure or the operation thereof.

ARGOS RELIANCE ON ADVISORS; CLIENT COMPLIANCE WITH LAWS

10. Argos Reliance on Advisors. Client intends for Argos to fully rely on the advice of Client Advisors. Client releases the Argos Parties from liability and will fully indemnify and hold harmless the Argos Parties for all actions and inactions involving a Client Advisor, including: implementing a Client Advisor's advice, including any advice regarding potential, actual, or threatened Litigation; any decision to file or not file any tax filing and the contents of any filing or return; and any liability for the non-responsiveness of Client Advisors, including when a Client Advisor responsible for taxes does not respond timely to Argos' communication attempts regarding any potential tax filings, returns, or payments, or when a Client Advisor responsible for legal matters does not respond timely for communications regarding Litigation.

11. Legal and Permissible Assets Only. Client agrees all holdings and investments in the Structure, including any Entities held as assets and any transactions within any Entities held as assets, must be legal and permissible under SD law, federal law, and any other applicable law.

12. Distributions through Argos; Distribution Calculations. All distributions for Client or Interested Party will be communicated to and carried out through Argos to ensure the trust agreement is followed and distributions are adequately captured in Argos' trust accounting system. The party requesting or directing a distribution represents and warrants the distribution is in accordance with the Trust terms and the distribution will be used only for legal purposes. Client agrees Argos has no duty to ascertain the legality of how distributions are used. If the Trust or Structure has a distribution calculation, formula, or similar method in which Argos must compute the amount of a distribution (each, a "*Calculation*"), Client agrees Argos, in its discretion, may determine the Calculation itself or engage a third party to perform such Calculation. In any event, an Interested Party must contest the Calculation with Argos within 180 calendar days from the date Argos provides or uses the Calculation. Otherwise, the Interested Parties will be deemed to have accepted the Calculation and distribution.

13. Regulatory Compliance. Client declares they have not been convicted of any tax, fraud, or financial crimes. Client warrants all assets which have been or will be contributed into or acquired within the Structure are sourced from legitimate and permissible sources and are not proceeds of any "Designated Categories of Offenses" per the Financial Action Task Force, or prohibited from ownership by the Office of Foreign Asset Control, or derive from any other illegal, impermissible, or non-compliant source. Client further warrants the Structure has not and will not be used in connection with any tax offense, and Client will immediately notify and provide to Argos all relevant information should this change.

14. No Tax or Government Filings. Client agrees Argos does not prepare tax returns or any other government-required filings. Client also agrees the Structure could be reportable or required to comply with tax or regulatory obligations in applicable jurisdictions, including the country of residence or citizenship of the Interested Parties. Client releases the Argos Parties from liability stemming from any government obligations, including any registrations, filings, etc. required by the SD Secretary of State, Internal Revenue Service, Common Reporting Standard, or Financial Crimes Enforcement Network (including beneficial ownership information and real estate transfers reporting). To the extent Client fails to remain fully compliant with any required obligations, Client will fully indemnify and hold harmless the Argos Parties for any Losses incurred related to this Section.

15. Duty to Confirm Veracity. Client agrees they will fully cooperate with any request of Argos to assess the veracity of information and materials provided by or representations made by Client or Client Advisors, including providing copies of tax returns and assessments or a professional opinion stating the Structure's full compliance with local and federal tax filing requirements as applicable.

16. Legal Cooperation. In the event Argos is under any direct or indirect legal obligation to any applicable governmental authority to report or acknowledge the Structure and/or any information related therein, Argos will cooperate with such authorities and any investigation and will only give notice to Client if permitted by law.

17. FATCA Compliance. Client releases the Argos Parties of any confidentiality duty in every respect to the Foreign Account Tax Compliance Act and any other applicable law, requirement, or regulation regarding the reporting and exchange of information to tax authorities, financial institutions, or government agencies.

ASSUMPTION OF THE RISK ON ELECTRONIC TRANSMISSIONS; SECURITY BREACHES; PRIVACY

18. Use of Information. Client agrees Argos may disclose Client's personal, private, or confidential information: (a) to any of the Argos Parties who need to know such information for the purposes of carrying out any Services or other duties; (b) if necessary at any time for an emergency situation; or (c) as may be required by any law, court order, or any government proceedings having jurisdiction over any activities of Argos or Client.

19. Electronic Communications. Client agrees to the use of electronic communications and assumes the associated risks. Client understands complete privacy cannot be guaranteed in electronic communications. Client further agrees to sign documents electronically when requested and such electronic signature will be binding on Client.

20. Privacy and Cybersecurity Release. Client agrees the Services provided by Argos are designed to be confidential services such that confidentiality under SD law is appropriate and will preempt any other jurisdiction's privacy law. Client will release the Argos Parties from liability and fully indemnify and hold harmless the Argos Parties for any Losses if any email, bank, or other account related to Client is compromised (e.g. beneficiary's email or bank account is compromised).

21. Artificial Intelligence. As estate planning involves complex and individual legal issues, Argos strongly discourages the use of artificial intelligence systems to prepare estate planning documents. Client agrees Argos has strongly advised Client to have a qualified attorney prepare and review all estate planning documents. In its discretion, Argos can decline to administer any part of a Structure drafted by an artificial intelligence system without review by a licensed attorney in the appropriate jurisdiction.

ENTITY RESPONSIBILITIES; ENTITY LIABILITIES

22. Release for Entities. If any Structure serviced by Argos has its assets held in any Entities, the Entity Parties are solely responsible for the management of the Entities and the Entities' underlying assets. Client or Client Advisor will advise Argos in writing of all Litigation impacting the Entities or their underlying assets. Argos has no responsibility to manage underlying assets held inside of an Entity. Management of the underlying assets is the sole responsibility of the Entity Parties. Client will not provide Argos with any removal or appointment power for any Entities within the Structure. In the event Argos is granted or vested with any such removal or appointment power, Client will release the Argos Parties and hold harmless and fully indemnify the Argos Parties from any Losses related to any appointment or removal of Entity Parties.

23. Registered and Renewal Agreements. Client agrees and consents to be bound by all applicable terms and conditions of any Argos Registered Agent Agreement, Entity Liaison Services Agreement, Entity Renewal Agreement, or similar agreement effective at the time such Services are performed, regardless of which of the Argos entities performed the services.

24. Advisors Meet Legal Requirements. Any person, Client, Client Advisor, or Entity providing direction to Argos as a trust advisor (as defined by SD law) is required to and will meet all legal, compliance, tax, and regulatory requirements, including any applicable filing or reporting requirements with the SD Division of Banking and any applicable licensure, exemption, or compliance requirements, including requirements of a fiduciary for hire or Special Purpose Entity. Any Entity providing direction to Argos must be in good standing and meet all corporate formalities under applicable law.

25. Special Purpose Entity Provisions. The following provisions, which may be in addition to any other provisions in another agreement entered into between Client and Argos, apply only to Special Purpose Entity(ies) (a, "*SPE*"):
    a. Client will notify Argos if they are not the controlling person(s) of the SPE.
    b. All SPEs within a Structure will comply with SDCL 51A-6A-66, and Argos will be provided with copies of any filings sent to the Division of Banking or the SD Secretary of State.
    c. During the time in which Argos acts for the Structure, the SPE will remain in compliance with SD law and any other applicable laws and will make all required regulatory and legal filings.
    d. The SPE governing documents will limit the authorized activities of the SPE to the functions permitted to a trust protector, investment trust advisor, trust tax advisor, or distribution trust advisor pursuant to SDCL Ch. 55-1B, or any combination of such purposes, and will limit the performance of those functions with respect to a named Trust(s).
    e. SPE will only act in its capacity as a trust protector, investment advisor, tax advisor, or distribution advisor with respect to Trust(s) which name Argos as trustee.
    f. SPE is not engaged as a public trust company or a private trust company for a family. SPE does not hold itself out as being in the business of acting as a fiduciary for hire as either a public or private trust company.
    g. SPE agrees to be subject to examination by the SD Division of Banking at the discretion of the Director of the Division of Banking, if required.
    h. The Managers, Members, and/or Directors of the SPE will notify Argos of any significant changes associated with the SPE while it is in existence.
    i. If the SPE falls out of compliance with SD law, Argos will be immediately notified. Argos cannot accept directions from an out of compliance SPE and may resign as Trustee from the Trusts for which SPE is an advisor.

ASSETS WITHIN THE STRUCTURE

26. Notification of Assets under Administration. Client agrees they are responsible for notifying Argos of all assets under administration for the Structure, including notification of when assets are sold, transferred, added, or changed throughout the duration of the relationship with Argos. Argos will endeavor to communicate with Client at least annually to confirm Structure assets and their valuations, at which time Client agrees to timely update Argos with any asset changes and current asset values. Argos is not responsible for Structure assets, or any changes to the Structure assets for which Argos is not made aware in a timely manner. Unreported assets will not be reflected in Argos' accountings.

27. Promissory Note Assets. For directed Trusts with promissory notes (either receivable by the Trust or payable by the Trust), Client agrees the person(s) with investment authority are responsible for tracking, monitoring, and servicing the notes, and agree Argos' only responsibilities related to promissory notes in directed trust accounts is reporting a periodic value for the note as provided by the person(s) with investment authority. Argos will not take any action on promissory notes in directed Trusts, nor is it responsible for any duties regarding the notes, without prior specific written direction from the person(s) with investment authority, which may require payment of extraordinary fees. Argos has no responsibility for tracking directed promissory notes, for any inaction on notes payable, or overdue notes receivable.

28. Brokerage or Investment Assets. Client agrees Argos has no duty to monitor any of the underlying assets in any brokerage or investment account. Client further agrees Argos is entitled to file any regulatory filings if Argos learns any brokerage or investment

asset holds prohibited securities.

29. Closely-Held Entity. If an Entity is a closely-held entity as defined by SDCL 55-5-9, then Argos has no duty to inquire into or review the activities of the Entity. Argos is released and will be indemnified for all Losses, Litigation, and other claims relating to a closely-held entity.

30. Discretionary Assets. To the extent Argos has discretionary investment authority at any time, Client agrees to the following:
    a. Client will request in writing when Argos should select, obtain, and retain assets until Client notifies Argos in writing to sell or otherwise dispose of the asset(s).
    b. If any assets are Entities, Client agrees each Entity Party is the person identified in the Entity's onboarding materials.
    c. The service of the identified Entity Parties will continue until Argos is notified in writing by Client of the removal and replacement of the identified Entity Parties.
    d. Client agrees the Entity Parties have a duty to report an accurate value of any Entities to Argos annually and at any other time requested by Argos.
    e. This Section specifically includes any alternative investments and/or assets.

31. Consent to Delegation. To the extent an investment manager/provider (an "agent" for this paragraph) has been identified or is being used by any Trust as part of the Structure, and such Trust is discretionary for investments, during all such times Argos has discretionary investment authority, Client approves the delegation of investment functions to the agent pursuant to SDCL 55-5-16. Client will release and indemnify Argos for the selection of the agent specified or desired to be appointed by Client or any Client Advisor. If Argos selects the agent, then Client has 60 days to notify Argos that Client does not consent to such delegation. During the 60-day window, Argos is only liable for agent's actions if Argos' selection of the agent constituted willful misconduct or gross negligence; after 60 days, Argos is not liable for the acts of the agent. Any duty by Argos to "monitor" the agent is expressly limited to the following: (1) performing an annual investment review on Argos' standard annual investment review form; and (2) acting within a reasonable amount of time if Argos obtains actual knowledge that the investment advisor is committing criminal activity or perpetuating fraud. If Argos performs these two actions, client agrees that Argos shall not be considered as acting with gross negligence or willful misconduct in monitoring the agent.

32. Property Assets. To the extent one or more of the assets contained in the Structure is now or in the future will be real estate (collectively "*Property*"), regardless of Argos' investment authority, Client agrees to the following:
    a. Client or Client's delegated investment manager/provider requests Argos to select, obtain, and retain the Property in the Structure until Client otherwise notifies Argos in writing.
    b. Client waives any requirement for Argos to obtain any inspection, including general condition inspections, environmental or hazardous materials inspections and assessments, or appraisals of the Property (collectively, the "*Inspections*"). This waiver is valid and enforceable until revoked through a written revocation delivered to Argos and executed by Client. Client specifically releases the Argos Parties for any liability related to the decision not to perform Inspections in reliance on this waiver.
    c. In its sole discretion, Argos may rely on tax or other assessments for Property valuations. If Client believes a relied-upon assessment to be inaccurate, or if the Property condition could warrant a formal valuation or appraisal, Client agrees to immediately notify Argos in writing of the same. Any expenses for inspections or appraisals will be borne by the Structure unless otherwise directed by Client.
    d. Client agrees to obtain and maintain sufficient insurance on the Property. Client agrees Argos has no duty to obtain, maintain, or monitor any insurance relating to any Property.

33. Insurance Assets. To the extent one or more of the assets contained in the Structure are now or in the future will be insurance investments, regardless of Argos' investment authority (collectively, the "*Insurance Assets*"), Client agrees to the following:
    a. Client or Client's delegated investment manager/provider will provide direction to Argos in regard to obtaining, retaining, selling, or otherwise disposing of Insurance Assets within the Structure.
    b. Client is responsible for ensuring funds are available to Argos for the payment of any applicable insurance premiums for policies held by the Structure. Argos is not required to pay insurance premiums on behalf of the Structure if funds have not been timely remitted. Payments of premiums for insurance policies held by the Structure are deemed acceptance by Client of the following: the policy(ies) should remain in force and effect; insurance policies are a proper investment; and premium rates are accepted and approved by Client as a prudent investment.
    c. To the extent any Insurance Assets are in life insurance policies, Client agrees Client, or someone named by Client in writing, will direct Argos in writing as to underlying policy investments. In the event Argos accepts trusteeship of a trust created prior to July 1, 2010, that holds or acquires life insurance, Client agrees this Agreement serves as receipt of notice as set forth in SDCL 55-5-17(b).
    d. If a person or entity other than Argos pays the premiums for any insurance policy held by the Structure, such person or entity is solely responsible for sending any required notices, such as Crummey notices, and compliance with all

applicable laws.

e. Pursuant to the policies, procedures, and other rules relating to insurance assets as provided in this Agreement and pursuant to SDCL 55-5-17 and unless otherwise agreed in writing, Argos does not have responsibilities for any of the following duties:
    i. To determine whether any insurance contract is or remains a proper investment;
    ii. To investigate the financial strength or changes in the financial strength of the life insurance company;
    iii. To determine whether to exercise any policy options available under any insurance contract;
    iv. To determine whether to diversify any insurance contract relative to one another or to other assets, if any, administered by Argos;
    v. To inquire about changes in the health or financial condition of the insured or insured's relative to any insurance contract; and
    vi. To vote or give proxies to vote on corporate matters;

Pursuant to SDCL 55-5-17, Argos is not liable to the Trust, any Interested Parties, or any other party for any loss arising from the absence of the above-stated duties.

PAYMENT AND FEE TERMS

34. Payment Terms and Conditions. In addition, to the Fee Agreement or any other applicable fee or professional services agreement with Argos, Client agrees the following payment terms and conditions will apply to all Structures serviced by Argos:

a. Expense Responsibility. Client is responsible for all expenses incurred by Argos in administering the Structure, including third-party tax or accounting services, appraisal expenses, third-party broker or trade charges, overnight service or postage fees, and other expenses incurred as a result of normal performance of Argos' administrative, trustee, and custodial duties, or for expenses related to the Structure. Argos is entitled to use Trust assets to pay expenses if needed.

b. Invoice Payment. Payment for any Argos invoice is due within 30 days of the invoice date.

Argos'

c. Annual Fee. Payment of Argos' annual fee shall be paid in quarterly installments. In addition to any other fees due to Argos, if Argos is no longer serving as trustee at any time must serve as a custodian per SDCL 21-22-12, the applicable custodian fees will be 75% of the prior annual trustee fee, effective as of the next annual billing period. The Fee Agreement will provide an annual adjustment for the applicable annual fee based on the value of the Trust as of December 31 of the prior year, and Client agrees such annual adjustment is appropriate.

d. Increases to Fee. In addition to any additional provisions in the Fee Agreement regarding increases to the annual fees, Argos reserves the right to increase its annual fee if Argos is required to take over the powers of an investment trust advisor, tax trust advisor, distribution trust advisor, trust protector, or similar role with either distribution or investment powers for any part of the Structure. Client agrees a minimum annual fee of at least $1,500 will be charged for each additional discretionary fiduciary function (investments, tax, or distributions) undertaken by Argos for any part of the Structure.

e. Termination Fee. In addition to any other fees due to Argos, upon the (i) termination of any Trust in the Structure, (ii) removal or resignation of Argos as trustee of any Trust in the Structure, or (iii) any other cessation of Argos serving as trustee of a Trust in the Structure, Argos will charge a termination and transfer fee which will be paid prior to Argos closing or transferring the account or distributing the assets. The termination and account closing fee will be no more than one (1) year of annual trustee fees.

f. Closed Account. Argos will keep the following as reimbursement for costs incurred on closed accounts: (i) any funds under $1,000 remaining in a Trust at the time the Trust is "closed" on Argos' accounting books; and (ii) any funds under $1,000 received for any Trust after an account is "closed." In its discretion, Argos may increase these amounts.

g. Pass-Through Expenses. At its discretion, Argos may pay some incidental or clerical pass-through expenses on behalf of the Structure while providing Services (such as LLC initial filing fees, LLC annual renewal fees, or expedited mail services or courier services). Client agrees to reimburse Argos for these expenses.

h. Wires. Outgoing wires and similar transactions will have the wire fee charged by the bank passed through to Client.

i. Payment of Fees to Protect Trust Structure. Client agrees late or non-payment of Argos fees could jeopardize any wealth protection aspects of the Structure. Client releases and will indemnify Argos from all Claims relating to any loss of wealth protection for the Structure if such loss is related to late or non-payment of Argos fees.

a. Extraordinary Fees. Expenses incurred in administering the Structure outside the scope of Argos's customary services (the "*Extraordinary Services*") will be billed separately at a rate of $500 per hour for time involving Argos' Board of Managers, Board committees, senior management, and internal legal counsel and $350 per hour for other Argos employees (the "*Extraordinary Fees*"). Argos reserves the right to require a retainer or set aside of funds from the Trust, including in a trustee reserve account, for external legal counsel expenses and Extraordinary Fees for any Litigation involving Argos or any Trust without prior consent from Client. Argos will provide periodic billings of Extraordinary Fees in its discretion. Given the privileged, work product, and confidential nature of Extraordinary Fees timekeeping, Argos is unable to provide detailed time entries for Extraordinary Fee invoices involving Litigation. Client has 30 days after receipt of an invoice for Extraordinary Fees to raise any objections and, after this time, Client will have waived any objections. Unless otherwise agreed to by Argos in writing, "Extraordinary Services" include the following: Litigation or involvement in any Claim involving the Trust, Structure, audits of the Structure, IRS and state or foreign revenue and tax disputes, and other acts, events, and actions not covered in the Fee Agreement.

b. Included Services and Fees. The included Services for an account are as stated in the Fee Agreement and include all Services listed therein.

c. Trust Assets. Regardless of any provision in the Trust agreement, Argos is entitled to use Trust assets to pay Argos for any fees due to Argos and to pay for any advisors retained by Argos to represent or provide services to Argos or the Structure.

d. No Interference. Interested Parties will not interfere with Argos paying fees due and owing under this Agreement.

Correspondence with Professional Advisors. Client agrees correspondence between Argos and external advisors and professionals providing services to Argos, Client, or Structure are confidential, attorney-client privileged, and attorney work product and, therefore, such correspondence will not be provided unless otherwise agreed in a written agreement.

e. Resignation. Client agrees Argos may resign if any payment due to Argos is not made timely and, as applicable, terminate the Trust under applicable law or the Trust's terms. In addition to any resignation provisions contained in any applicable trust agreement, Client agrees SD law provides a trustee may resign for any reason upon thirty (30) days' notice as provided in SDCL 55-3-17.1. In the event of such resignation pursuant to SDCL 55-3-17.1 or due to Argos' resignation for unpaid fees, Client waives any right to bring a claim for breach of fiduciary duty and agrees settlor's/grantor's intent in establishing any Trust within the Structure includes a requirement and intent that no Interested Party may ever bring a claim for breach of fiduciary duty on account of Argos' resignation.

f. Waivers. In its discretion, Argos may waive any fee or expense in the Fee Agreement or this Agreement in a separate written agreement. However, such waiver will only apply to the Trust and/or Structure indicated in the waiver, and such waiver may be revoked at any time and for any reason. Argos reserves the right to increase any fee or expense, except for the annual fee. The Fee Agreement has the applicable increases for the annual fee.

ACCURATE INFORMATION; SUCESSOR TRUSTEE; DEPOSITS

35. Confirmation of Accuracy. CLIENT WARRANTS THE INFORMATION PROVIDED TO ARGOS IS ACCURATE AND COMPLETE AND CLIENT AGREES TO THIS AGREEMENT. By providing any part or portion of the information,

documents, and forms requested by Argos during the onboarding process, Client agrees to be fully bound by this Agreement and all other onboarding terms and conditions set forth by Argos, regardless of whether all such onboarding materials, forms, and disclosures were fully completed.

36. Reporting of Misrepresentations. Client agrees any omission or misrepresentation discovered at any point in the relationship may be cause for Argos to consider immediate termination of relationship, and if required, Argos may report such omissions or misrepresentations to applicable tax, legal, or regulatory authorities.

37. Successor Trustee. Argos, in its discretion, will provide all reasonably required documentation to a successor trustee to administer a Trust, but Argos will not provide non-essential information, such as documents from internal committee and board meetings, documents from Argos' affiliated companies, correspondence with Interested Parties, advisors, etc.

38. Incorrect Deposit. In the event an incorrect deposit or asset allocation is ever made, regardless of whether Argos made the alleged error, Argos has a right to claw back the deposit or allocation and be indemnified by Client and the Structure for such claw back.

RELEASE LIMITATION; ARGOS RIGHT TO LEGAL COUNSEL; EXCLUDED FIDUCIARY STATUS

39. Release and Indemnity. In addition to any specific release and indemnity provisions in this Agreement, Client releases the Argos Parties for each action stated in this Agreement to be undertaken by Argos and each action stated in this Agreement to be undertaken by any Client, Client Advisor, Entity, or Entity Party. Client will hold harmless and fully indemnify the Argos Parties in whole for any Losses or other expenses any of the Argos Parties incurs relating in any way to this Agreement, any action to be undertaken by Argos, or any action to be undertaken by any Client, Client Advisor, Entity, or Entity Party. As used in this Section, "action" also means omission or inaction. This release and indemnity also applies to any regulatory or legal filing, investigation, proceeding, or claim in which Argos becomes involved due to providing Services to the Structure or otherwise being associated with any part of the Structure.

40. Damages Limitation. The Argos Parties will not be liable or responsible to Client, Client Advisor, any Entity, or any Entity Parties for any consequential, incidental, or punitive damages, even if informed of the possibility of such damages.

41. Liability Limitation. Client accepts the maximum potential damages for which Argos may be liable to Client will be limited to the lesser of either: (a) three (3) years of the current annual fee paid to Argos by Client, or (b) the amount actually received and recorded by Argos in paid annual fees for Client.

42. Release Limitation. Any release of Argos under this Agreement is applicable and applies until and unless criminal misconduct perpetrated by Argos is proven by at least clear and convincing evidence as determined by a SD court or jury having jurisdiction over Argos for any criminal allegation.

43. Argos Right to Hire Counsel. Argos has the right to hire legal counsel to defend itself pursuant to any indemnification right provided in any Entity governing documents, Trust instruments, pursuant to any indemnification right provided in this Agreement, or as otherwise necessary to represent Argos regarding the Services or this Agreement. In the event Argos hires legal counsel for any purpose detailed in the prior sentence, Argos will be entitled to indemnification from the Trust for any expenses or Losses related to hiring of legal counsel. Argos also has the right to not hire counsel or defend the Trust in Litigation if there are no marketable assets such that Argos' and/or the Trust's legal fees could be paid from the Trust in accordance with SD law, including SDCL 55-1A-32 *et seq*.

44. Excluded Fiduciary; SD Situs. In the event Argos is providing any Services to a directed Trust, including directed Trusts pursuant to SDCL Ch. 55-1B, and there is a Client, Client Advisor, or other person or Entity providing direction to Argos to take certain actions, Argos will be an excluded fiduciary under SDCL Ch. 55-1B and SD law and will be entitled to the immunities and protections provided in SDCL Ch. 55-1B, the Trust, and SD law. If Client desires situs for the Trust and/or Structure to be in SD, Client has sole responsibility to ensure all requirements for situs in SD are met at all times. Client will release and hold the Argos Parties harmless and indemnify the Argos Parties for any Losses attributed to loss of SD situs. If Client, Client Advisor, or any third party takes any action or inaction to potentially impair the applicability of SD situs, such actions or inactions will be attributed solely to such Client, Client Advisor, or third party.

LEGAL TERMS; ACCEPTANCE

45. Legal Terms. The following legal terms apply to this Agreement:

    a. Governing Law; Venue. This Agreement is governed by SD law and any disputes arising out of or relating to this Agreement will be exclusively venued in the state and federal courts having jurisdiction over Minnehaha County, SD. Client consents to the personal and subject matter jurisdiction of these courts. Given the confidential nature of Argos' and its clients' business, any action will be decided by the court and, BY ACCEPTING SERVICES FROM ARGOS, THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY.

    b. Binding Nature. Client agrees to this Agreement for themselves and their heirs, descendants, assigns, and successors in interest. Client agrees their acceptance of this Agreement binds all Interested Parties to the Structure under SD virtual representation statutes, including SDCL Ch. 55-18.

    c. Additional Interpretation Provisions; Integration. Headings are used for convenience only and will not be used in interpreting this Agreement. This Agreement constitutes the entire agreement between Argos and Client regarding the terms and conditions upon which Argos will provide the Services. This Agreement supersedes all prior communications, representations, or agreements, either verbal or written, between Argos and Client concerning this Agreement. If any term or its application to any person or circumstance is held invalid or unenforceable, the application of such term to persons or circumstances other than those to which it is held invalid or unenforceable, and the remainder of this Agreement will not be affected. The delay or failure by Argos or Client to strictly enforce any terms or conditions of this Agreement will not be deemed to be a waiver of this Agreement, and no waiver will be effective unless agreed and signed in writing by the Party granting the waiver. Client agrees this Agreement create a legally binding contract and agrees and acknowledges Client had the opportunity to consult with legal counsel of choice. No rule of construction or interpretation against the drafter will be applied to the interpretation of this Agreement.

    d. Automatic Updates. This Agreement may be periodically amended, with any updates provided within 30 business days after the start of each calendar quarter at www.Argostrust.com/account-terms. Client agrees they are responsible for checking for any updated Agreement quarterly. Client agrees they are bound to any updated Agreement unless Client provides a notice to Argos objecting to any terms in this Agreement 40 calendar days after the start of the calendar quarter. Continuing to accept Services from Argos constitutes acceptance of any new Agreement.

46. Acceptance. Client, as settlor/grantor or ultimate beneficial owner ("*UBO*") of the Trust (or as Client Advisor or other agent representing and validly executing on behalf of the UBO), affirms, agrees, represents, warrants, and swears under penalty of perjury: (a) they have read and understand the contents of this Agreement, and (b) they have the power to bind themselves, the Structure, the Interested Parties, and, as applicable, the Entity and Entity Parties and are binding the same to the terms, conditions, disclosures, and representations made in this Agreement. Furthermore, by accepting any Services from Argos, Client and the Interested Parties will be bound to this Agreement, including as defined by SDCL Chs. 55-18 and 21-22.

47. Agreement by Engagement. By engaging Argos to perform any Services or not objecting to Argos performing any Services, Client agrees to be bound by this Agreement.