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## AMENDMENT TO YOUR AGREEMENT

This taxable account custodial account agreement amendment updates your taxable account documents for recent changes made by the custodian. Several provisions were updated to clarify the role and responsibilities of the custodian, and your responsibilities as account owner. The sections containing the modified provisions are included below.

You do not need to sign or return anything to us for this amendment to apply to your taxable account.

## ARTICLE III – INVESTMENTS

3.05 **Uninvested Cash Funds** – From time to time you may deposit funds with us, or we may receive funds in settlement of trades, that are not subject to a current Direction of Investment (or are awaiting your direction) (collectively referred to as “Uninvested Cash Funds”). All cash deposits are initially placed in one or more demand deposit accounts maintained by us, and your account is credited with all Uninvested Cash Funds the same business day they are received. You agree that if we receive no other instructions, Uninvested Cash Funds from your account shall be invested in a stable value fund and various overnight deposits with next day availability (hereinafter cash sweep funds) using a formula designed to maintain liquidity of the Uninvested Cash Funds. The formula and the funds themselves are disclosed on our website at <https://trustprovident.com/self-directed-retirement/investment-options>.

Specifically, you authorize and direct us to sweep Uninvested Cash Funds automatically into these cash sweep funds until such time as further direction is received from you or your designated representative(s).

We may adjust the formula for investment between the cash sweep funds or replace any of the cash sweep funds from time to time, but only after providing you with at least a 30 day advance written notice of the change. You will be deemed to have consented to this change and the continued investment of any Uninvested Cash Funds in the updated cash sweep fund, unless you notify us in writing that you do not consent within the 30 day notice period, which begins on the day we mail, or electronically deliver, the notice to you.

You understand and agree that we are entitled to retain as part of our compensation for the services we provide under this Agreement the excess between the earnings credited to your account and any interest or other income earned or otherwise generated from the Uninvested Cash Funds deposited in such accounts. We will credit a percentage of these earnings back to your account. The amount credited back to your account will be calculated monthly and the rate you will receive will be posted on our website at <https://trustprovident.com/self-directed-retirement/investment-options>. You will be notified of any change in the rate in advance of that change. You will be deemed to have consented to this rate change, within 30 days from the date we furnish notice of this rate change to you, which begins on the day we mail, or electronically deliver, the notice to you, unless you notify us in writing that you do not consent.

3.06 **Float** – If we receive moneys to be used to fund disbursements that have not yet been presented for payment and moneys to be invested in any investments where the appropriate data or investment direction has not been provided to us (i.e. we have received the funds to be invested but have not received the corresponding investment data) those moneys may be retained by us in cash or invested temporarily. Moneys to be invested will generally be invested within three business days of receipt of funds and the correct corresponding investment data.

As additional compensation for our services, we shall retain any interest earned on amounts to be invested pending receipt of investment instructions and the amounts in our disbursement account until disbursements are presented for payment, and interest earned in our contribution account until the amounts are invested. This interest is commonly known as “float” and is paid by the financial institutions at which we maintain such accounts and/or the investments in which we invest in such accounts. Generally, funds are distributed within three days of the distribution request is received or when the distribution data is in good order. The assets on which float is earned are invested in a privately managed account that may include stable value fund(s) and various overnight deposits with next day availability. The upcoming month’s expected rate of return and historical actual rates of return for the assets on which float is earned are disclosed at <https://trustprovident.com/self-directed-retirement/investment-options>.

## ARTICLE IV – CONFIDENTIALITY AND LIABILITY

**Arbitration** – This section has been removed and all remaining sections have been renumbered to reflect the removal of that section.

5.04 **Class Action Waiver – EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, REPRESENTATIVE OR CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING.** The judge will have no authority to try a class, collective, representative or group claim/action and will have no authority to make any determination as to the enforceability of this agreement’s class/collective action waiver. Further, unless you and we agree otherwise, the judge will have no authority to consolidate your claims with any other claims, and may not otherwise preside over any form of a class or representative proceeding.

5.09 **What Law Applies** – This agreement is subject to all applicable Federal and State laws and regulations and shall be governed by the statutes and regulations of the State of Nevada.

Each party hereby agrees any dispute, claim, controversy or other action pertaining to or arising out of this agreement in connection with or relating to the performance of this agreement or its termination shall only be instituted in the Federal District Court for the District of Nevada and agree Nevada will have exclusive jurisdiction and venue.

If any part of this agreement is held to be illegal or invalid, the remaining parts will not be affected. Neither you nor our failure to enforce at any time or for any period of time any of the provisions of this agreement will be construed as a waiver of such provisions, or your right or our right thereafter to enforce each and every such provision.