

## Okabena Company Website Terms of Use- January 2023

By accessing this website, you agree to the terms, conditions, policies and restrictions governing its use. Okabena Company (including its affiliates Okabena Investment Services, Inc and Boulder Bridge Trust Company, collectively "Okabena") may change, suspend or discontinue any aspect of this website at any time, including the availability of any feature, database or content therein. Okabena may modify these terms without notice, and such modified terms shall be effective upon posting. Do not use this website if you do not agree to these terms and conditions.

This website provides general information regarding Okabena. Okabena does not provide or offer to provide investment advice through this website. Nothing on this website should be considered an offer to sell or the solicitation of any offer to buy shares of any security. This website is not intended to offer investment, accounting, tax or legal advice and should not be taken as such.

### *Links to Other Websites*

Okabena may establish links between this Website and one or more websites operated by third parties. Okabena has no control over any such other websites, the contents therein or the products/services offered. The existence of any such links shall not constitute an endorsement of, or representation or warranty by Okabena regarding such websites, the contents of the websites, the products or services of the websites or the operators of the websites. Your access to and use of such linked websites is Okabena disclaims responsibility for the privacy policies and customer information practices of third-party internet websites hyperlinked from our Website.

### *Jurisdiction and Governing Law*

The information provided on this Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Okabena to any registration requirement within such jurisdiction or country. Each product and service referred to on this Website is intended to be made available to only U.S. residents. This Website will not be considered a solicitation for or offering of any product or service to any person in any jurisdiction where such solicitation or offering would be illegal.

The laws of the State of Minnesota govern these Terms without regard to conflict of law provisions. If you take legal action relating to these Terms, you agree to file such action only in Minnesota, or the United States District Court for the District of Minnesota, and you consent and submit to the personal jurisdiction of those courts for the purpose of litigating any action with Okabena.

### *Timeliness of Content*

All content on this Website is presented only as of the date published or indicated, and may be superseded by subsequent market events or for other reasons.

The information contained this Website, including all attached documents, reflect the views of Okabena and sources believed to be reliable by Okabena as of the date of the publication(s). No representation or warranty is made concerning the accuracy of any data and there is no guarantee that any projection, opinion or forecast would or will be realized. The views expressed may change at any time subsequent to their respective dates of publication and Okabena is under no duty to update such information.

### *Prohibited Uses*

Except as otherwise stated in these Terms or as expressly authorized by Okabena in writing, you may not:

- Use this Website in any manner that would interfere with another party's use of the Website;
- Include the term "Okabena," or any Okabena trademark or employee's name, or any variation of the foregoing, as a meta-tag, hidden textual element;

- Use any robot, spider, intelligent agent, other automatic device, or manual process to search, monitor or copy this Website or the reports, data, information, content, software, products services, or other materials on, generated by or obtained from this Website, whether through links or otherwise (collectively, “Materials”), without Okabena’s permission, provided that generally available third-party web browsers may be used without such permission; or
- Use this Website or the Materials in any manner that could create impression of affiliation, sponsorship or endorsement by Okabena.

Okabena does not wish to receive, any confidential, secret or proprietary information communicated via the “Contact” information provided on this website. Any materials so provided will be deemed not to be confidential or secret, and may be used by Okabena. Okabena is not obligated to review any such materials.

### *Intellectual Property*

The content contained on this Website is owned or licensed by Okabena and is protected by applicable copyrights, trademarks, service marks, and/or other intellectual property rights. Such content is solely for your personal, non-commercial use. Accordingly, you may not copy, distribute, modify, post, frame or deep link this Website, including any text, graphics, video, audio, software code, user interface design or logos. You may download material displayed on this Website for your personal use provided you also retain all copyright and other proprietary notices contained on the materials. You may not distribute, modify, transmit, reuse, repost, or use the content of this Website for public or commercial purposes, including all text, images, audio, and video, without Okabena’s written permission. Modification or use of the materials for any other purpose violates Okabena’s intellectual property rights.

All trademarks, service marks, trade names, and logos displayed on this Website are proprietary to Okabena. Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on this Website without the written permission of Okabena. Your use of trademarks displayed on this Website, except as provided herein, is strictly prohibited.

The use of the images displayed on this Website by you, or anyone else authorized by you, is prohibited. Any unauthorized use of the images may violate copyright laws, trademark laws, and the laws of privacy and publicity, and communications, as well as other regulations and statutes. If you download any information from this Website, you agree that you will not copy it or remove or obscure any copyright or other notices or legends contained in any such information.

You are agreeing that you will not copy, revise and/or distribute any information and materials on this website, or link to this website in any materials or websites that you produce and/or maintain, without the express written consent from an authorized representative at Okabena prior to such use. You are also acknowledging that you will not use any contents of this website in any materials that you create, produce, distribute and/or publish.

### *Limitation of Liability*

OKABENA AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES OR DAMAGES THAT RESULT FROM USE OR LOSS OF USE OF THIS WEBSITE), EVEN IF OKABENA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, FROM THE USE OR ATTEMPTED USE OF THIS WEBSITE OR ANOTHER LINKED WEBSITE.

IF YOU LIVE IN A STATE THAT DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.