

Date Last Modified: 11/17/2022

TERMS AND CONDITIONS OF USE

These terms and conditions of use (these “Terms and Conditions”) contain the agreement between you and Thomas Story and Son LLC (“Company,” “we,” “our” “us,”) regarding your use of our website www.storyandson.com (the “Site”).

Please read these Terms and Conditions carefully before using the Site. By accessing and continuing to use the Site, you agree that you have read, understand and agree to be legally bound by these Terms and Conditions and our Privacy Policy located at www.storyandson.com. If you do not agree to these Terms and Conditions or the terms of our Privacy Policy, you may not access or use the Site.

YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND THE COMPANY WILL BE RESOLVED THROUGH ARBITRATION, AS FURTHER DESCRIBED IN THESE TERMS AND CONDITIONS.

Changes to these Terms and Conditions

The Company reserves the right, at the Company’s discretion, to change, modify, add or remove portions of these terms at any time. Modifications will be effective as of the date listed on the top of these Terms and Conditions and effective immediately upon posting unless the Company indicates otherwise. Therefore, the Company suggests that you review these Terms and Conditions periodically for changes. By using the Site after the Company has posted changes to these Terms and Conditions, you are agreeing to be bound by the new terms of the Terms and Conditions as amended.

The Company may revoke your right to use all or any portion of the Site at any time, in its sole discretion and without notice to you.

No Offer and Suitability Disclaimer

All content posted on the Site is for informational purposes only. Nothing contained in the Site constitutes investment, legal, accounting or tax advice and you should not consider any such information on the Site to be the same. The information contained in the Site is not a recommendation, or an offer to sell, or a solicitation of any offer to buy, an interest in any security, or any other financial product, including any investment advisory, wealth planning or trust arrangement managed or advised by the Company or its affiliates, nor shall your being provided access to this Site form the basis of, or be relied on in connection with, any contract or investment decision. The Company does not give any advice or make any representations through the Site as to whether any security or other financial product is suitable to you or will be profitable. Decisions based on information contained on the Site are the sole responsibility of the visitor. You should consult with your tax and legal advisors prior to making any

investments or entering into any investment advisory, wealth planning or trust arrangements, whether with the Company or its affiliates or any other person.

PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS AND INVESTMENT STYLE IS NEITHER INDICATIVE OF NOR A GUARANTEE OF FUTURE PERFORMANCE. Investment in securities involves significant risk and has the potential for partial or complete loss of funds invested. Investments are not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other governmental agency. Offering documents for the issuer of any security should be read thoroughly before investing in the securities of such issuer. The brochure and other governing disclosures for an investment advisor or wealth manager should be read thoroughly before entering into any investment advisory, wealth management or trust arrangement with any person. No representation is made that any client or any other visitor of the Site will or is likely to achieve its objectives, that the Company's strategies, investment process or risk management will be successful, or that any client or visitor will or is likely to achieve results comparable to any shown or will make a profit or will not suffer losses or loss of principal. In the event that the descriptions of any security or other investment product contained herein are inconsistent with or contrary to the descriptions of such terms in the relevant offering documents, brochure or other governing disclosures, the offering documents, brochure or other governing documents. None of the Company or any of its affiliates makes any representation or warranty, express or implied, as to the accuracy or completeness of the information contained on this Site and nothing contained on this Site should be relied upon as a promise or representation as to past or future performance of any investment product. All information on this Site is as of the date referenced and may change materially in the future.

There are various risks you assume in relying on the content. Dated content speaks only as of the date indicated. The Company makes reasonable efforts to provide accurate content, but at times may not promptly update or correct the Site even if it is aware that the content is inaccurate, outdated, or otherwise inappropriate. The Company may change all or any portion of the Site at any time without notice to you. The Company does not endorse the opinions of, or warrant the accuracy of facts or other content contributed by, any third party. You agree The Company is not liable for any action you take or decision you make in reliance on any content.

Your Responsibilities and Restrictions on Use

As between you and the Company, you are responsible for obtaining and maintaining all equipment and services needed for access to and use of the Site. You agree not to use the Site in any unauthorized way whatsoever, including for any illegal purpose or in a manner that would infringe or violate the rights of any other party, and that the Company is not in any way responsible for any such use or exploitation by you.

You agree that (i) you will not engage in any activities related to this Site or with regards to content and materials on this Site that are contrary to applicable law, regulation or the terms of any agreements you have with us, (ii) you will not use any robot, spider, other automatic device or manual process to monitor or copy our web pages, data or the content contained herein or

for any other unauthorized purpose without our prior expressed written permission, and (iii) you will not violate or attempt to violate the security of the Site.

Technological Errors

The Company is not liable for any technological problems, including any defects, delays or errors in or resulting from your use of the Site or any impact they may have. All or any portion of the Site may not be available and may not function properly at any time. The Company makes reasonable efforts to protect the Site, but the Company does not guarantee the security of the Site.

Records

The Company maintains historical materials and disclosures on its Site for archival and regulatory purposes. The information contained in such materials and disclosures was accurate at the time it was initially presented, and the Company assumes no responsibility for updating information to reflect subsequent developments.

Restrictions on Use of Materials

Unless otherwise expressly noted, all information and materials, including without limitation images, illustrations, designs, icons, photographs, video clips and written and other materials, that are part of the Site are copyrights, trademarks, service marks, trade names, trade dress and/or other intellectual property owned, controlled or licensed by the Company. No material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way; provided, however, that you may download, where specifically permitted, one copy of the materials on any single computer for your personal, non-commercial use only, provided you keep intact and properly display all copyright and other proprietary notices. You may not distribute, modify, transmit, reuse, repost, or use the content of the Site, including, without limitation, any text, images, audio and video, for public or commercial purposes without the Company's prior written permission. Modification or use of the information or materials for any other purpose will violate the copyright and/or intellectual property rights of the Company. The Company will not treat users of this Site as its clients by virtue of their accessing this Site.

Feedback

Any ideas, concepts, know-how, suggestions, feedback or techniques contained in such communication for any purpose you post on or through the Site about the products and services we make available through the Site ("Feedback") will be and will remain our exclusive property. Your submission of Feedback constitutes an assignment to us of all worldwide rights, title, and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback without compensation to you of any kind. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display, or perform publicly, distribute, improve, and modify any Feedback you submit for any purpose whatsoever, without restriction and

without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

Disclosures and Forward-Looking Statements

Certain information contained on the Site constitutes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, that reflect the Company's current views with respect to, among other things, future events and financial performance. The Company generally identifies forward-looking statements by terminology such as "outlook," "believe," "expect," "potential," "continue," "may," "will," "should," "could," "seek," "approximately," "predict," "intend," "plan," "estimate," "anticipate," "opportunity," "comfortable," "assume," "remain," "maintain," "sustain," "achieve," "see," "think," "position" or the negative version of those words or other comparable words.

Forward-looking statements may include financial estimates and their underlying assumptions, statements about plans, objectives and expectations with respect to future operations, and statements regarding future performance. Such forward-looking statements are based upon historical information and on the Company's current plans, estimates and expectations, which are subject to high levels of uncertainty that may affect actual results or performance as economic and market conditions change. The inclusion of this or other forward-looking information should not be regarded as a representation by the Company or any other person that the future plans, estimates or expectations contemplated by the Company will be achieved.

Any statements, assertions or the like (collectively, "statements") regarding prior or future market or other events, or views about investing, are based upon our or a source's assumptions, expectations or beliefs. These statements should not be relied on and involve inherent risks and uncertainties, both general and specific, and many of which cannot be predicted or quantified and are beyond the Company's control. Future evidence and actual results could differ materially from those set forth in, contemplated by, or underlying these statements. In light of these risks and uncertainties, there can be no assurance that these statements will prove to be accurate in any way.

Jurisdictional Restrictions

Unless otherwise specified, the materials in or accessible through the Site are directed at residents of the United States, its territories, possessions and protectorates. The Site is controlled and operated by the Company from its offices within the State of Indiana, United States of America. The Company makes no representation that materials in or accessible through the Site are appropriate or available for use in other locations or that access to them where their content is located is not illegal and/or prohibited. Those who choose to access the Site from other locations do so on their own initiative and at their own risk and are responsible

for establishing the legality, usability and correctness of any information or materials under any or all jurisdictions and the compliance of that information or material with local laws if and to the extent local laws are applicable. You may not use or export the information or materials in violation of U.S. export laws and regulations. The information provided in or accessible through the Site 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 the Company to any registration or other requirement within such jurisdiction or country. The Company reserves the right to limit access to the Site to any person, geographic region, or jurisdiction.

Transmissions to and from the Site

Electronic communications can be intercepted by third parties and, accordingly, electronic mail and other transmissions to and from the www.storyandson.com or made via this Site may not be secure. Communications to the Company, particularly those containing confidential information, should be sent by mail to: Thomas Story and Son, LLC, P.O. Box 71, Culver, IN 46511. Subject to any applicable terms and conditions set forth in the Company's Privacy Policy, any communication or other material that you send to the Company through the internet or post on the Site by electronic mail or otherwise is and will be deemed to be non-confidential and non-proprietary, and the Company shall have no obligation of any kind with respect to such information.

Links to Other Web Sites and Services

The Company does not review or monitor any websites linked from or to the Site and your following links from or to such websites is at your sole risk. Accordingly, the Company cannot be held responsible for the information, materials, products or services obtained on or from such other websites, nor will the Company be liable in any respect whatsoever for any damages arising from your access to such websites. Any links from or to other websites are provided merely for the convenience of the users of the Site and the inclusion of these links does not imply an endorsement, representation or warranty by the Company with respect to any such linked websites or the content, products or services contained or accessible through, or the operators of, such websites. You agree that to the extent permitted under applicable law, the Company will have no responsibility or liability for any acts or omissions by any partner services or sites, or any information or other materials found at any other website or internet resource.

Disclaimer of Warranties

THE CONTENT, STATEMENTS AND MATERIALS AND THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND (EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT). TO

THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE COMPANY FURTHER ASSUMES NO RESPONSIBILITY FOR AND MAKES NO WARRANTIES REGARDING THE AVAILABILITY, ACCURACY, COMPLETENESS, TIMELINESS, FUNCTIONALITY, RELIABILITY, SEQUENCING, OR SPEED OF DELIVERY OF THE FUNCTIONS CONTAINED AT THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES TO, VIRUSES THAT MAY INFECT, OR SERVICES, REPAIRS OR CORRECTIONS THAT MUST BE PERFORMED ON YOUR COMPUTER AS A RESULT OF YOUR ACCESSING THIS SITE.

Limitation on Liability

UNDER NO CIRCUMSTANCES WILL THE COMPANY OR ITS AFFILIATES, OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, OR LICENSORS BE LIABLE UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STATUTORY, OR OTHERWISE) FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF MONEY, REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM YOUR (OR ANYONE USING YOUR ACCOUNT) USE OF THE SITE, STATEMENTS, CONTENT AND MATERIALS. IF, NOTWITHSTANDING THESE TERMS AND CONDITIONS, THE COMPANY IS FOUND TO BE LIABLE, LIABILITY OF THE COMPANY AND ITS AFFILIATES, OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, OR LICENSORS TO YOU OR TO ANY THIRD PARTY IS LIMITED TO ONE HUNDRED U.S. DOLLARS (\$100).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for certain damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that the Company may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of the Company's liability will be the minimum permitted under such applicable law.

Indemnification

You agree to indemnify, defend, and hold harmless the Company and its affiliates, officers, directors, employees, consultants and agents from and against any and all claims, liabilities,

damages, losses, costs, expenses, fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from your (or anyone using your account's) violation of these Terms and Conditions. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with the Company's defense of such claim.

Logos

The Company logo, and certain other of the names, logos, and materials displayed in the Site, may constitute trademarks, trade names, or service marks ("Marks") of the Company or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with the Company or those other entities.

Arbitration

By agreeing to these Terms and Conditions, you agree that any dispute, claim, or controversy arising out of or relating to any part of these Terms and Conditions, or the existence, breach, termination, enforcement, interpretation, or validity thereof (collectively, "Dispute(s)") shall be finally settled by binding individual arbitration in accordance with the rules and procedures of the American Arbitration Association ("AAA"), and not in a court of law in any jurisdiction, and not in a class, representative, or consolidated action or proceeding, as further set forth below. You and the Company agree that one (1) arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability, or formation of these Terms and Conditions, including any claim that all or any part of these Terms and Conditions is void or voidable. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms and Conditions are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel. Judgment of the award rendered by the arbitrator may be confirmed, reduced to judgment, and entered in any court of competent jurisdiction as necessary to protect the Company's rights or its property or those of its affiliates, agents, suppliers, and subcontractors.

Class Action Waiver

You acknowledge and agree that you and the Company are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and the Company agree in writing, any arbitration will be conducted only on an individual basis and not in a class, collective, consolidated, or representative proceeding. If any court or arbitrator determines that the class action waiver set forth in this Section is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the entirety of the terms set forth in this Arbitration Section will be deemed null and void and you and the Company will be deemed to have not agreed to arbitrate disputes on a class basis. Notwithstanding your and the Company's agreement to resolve all Disputes through arbitration, you and the Company each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of

competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

Rules, Procedures and Governing Law

The arbitration will be administered by the AAA under its Consumer Arbitration Rules and any supplementary rules then in effect (the "AAA Rules"), except as modified by these Terms and Conditions. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms and Conditions. Notwithstanding any choice of law or other provision in the Terms and Conditions, you and the Company agree and acknowledge that this Arbitration Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA") will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of you and the Company that the FAA and AAA Rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, that issue will be resolved under the laws of the State of Indiana, without regard to its conflict of laws provisions.

A party who desires to initiate an arbitration must submit a written Demand for Arbitration to the AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. You can contact AAA for more information on how to commence an arbitration proceeding at www.adr.org or 1-800-778-7879.

For claims under \$10,000, you may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location. If your claim is at or above \$10,000, your right to a hearing will be determined by the AAA Rules. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's applicable rules. We will reimburse those fees for claims totaling less than \$10,000, unless the arbitrator finds your Dispute frivolous.

Changes to these Provisions

Notwithstanding the provisions of this Section, if the Company changes any of the terms of this Section after the date you first accepted the Terms and Conditions (or accepted any subsequent changes to the Terms and Conditions), you may reject any such change by providing the Company written notice of such rejection within thirty (30) days after the date such change became effective, as indicated in the "Last Updated" date above. This written notice must be provided either by email at tstory@storyandson.com or by mail to Thomas Story and Son, LLC, P.O. Box 71, Culver, IN 46511. In order to be effective, the notice must include your full name, address, and signature, and clearly indicate your intent to reject changes to these Terms and Conditions. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and the Company in accordance with the provisions of these Terms and Conditions as of

the date you first agreed to the Terms and Conditions (or to any subsequent changes to the Terms and Conditions).

Opt-out Procedure

You can choose to reject the arbitration portion of these Terms and Conditions by sending us a written opt-out notice (“Opt-Out Notice”) within thirty (30) days following the date you first agree to these Terms and Conditions by email to tstory@storyandson.com or by mail at Thomas Story and Son, LLC, P.O. Box 71, Culver, IN 46511. If mailed, the Opt-Out Notice must be post-marked no later than thirty (30) days following the date you first agree to these Terms and Conditions. To be effective, your Opt-Out Notice must contain your name, address, and signature. If you opt out of the arbitration portion of these Terms and Conditions, all other parts of these Terms and Conditions will continue to apply to you. Opting out of the arbitration portion of these Terms and Conditions has no effect on any previous, other, or future arbitration agreements that you may have with us.

Monitoring of Site

The Company expressly reserves the right to monitor any and all use of this Site. The Company is under no obligation to do so and assumes no responsibility or liability arising from the use of this Site.

Contact Us:

630-878-0747

tstory@storyandson.com

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