

WEBSITE PRIVACY POLICY NOTICE

Berkshire Asset Management, LLC (the “Company”) Website Privacy Policy applies to our services available under the domain and subdomains of www.berkshireasset.com (the “Site”). We recognize that privacy is important to our users, so we design and operate our Site with protecting your privacy in mind. This Privacy Policy outlines the types of personal information we may gather when you visit the Site or use our services and some of the steps we take to safeguard it. Please read this Privacy Policy to learn more about the ways in which we protect, use and disclose your personal information. By visiting the Site, you agree to be bound by the terms and conditions of this Privacy Policy. If you do not agree, please do not use or access the Site.

By accepting the Privacy Policy and the Terms of you expressly consent to our use and disclosure of your personal information in accordance with this Privacy Policy. This Privacy Policy is incorporated into and subject to the terms of the Terms of Use.

I. OVERVIEW

We have adopted general policies and procedures concerning confidentiality, proprietary data and privacy of customer personal information, and the information we gather over the Site is protected by those policies and procedures. Generally, we collect non-public personal information about our clients from the following sources:

- Information from forms (such as the Account Application and Investment Management Agreement) you fill out and send to us in connection with your investments managed by the Company (such as your name, address, and social security number);
- Information you provide orally to us or our representatives;
- Information about the amounts you have managed by the Company (such as your initial investment and any additions to and withdrawals from your accounts);
- Information from electronic sources such as our Web sites or e-mails; and,
- Information about any bank account you use for transfers between your bank account and your account(s) with the Company.
- Information about any bank account you use for transfers between your bank account.

Our policy is that we do not disclose any non-public personal information about our current or former clients to anyone, except as permitted by law. We may voluntarily disclose non-public personal information about our current or former clients to regulatory authorities in connection with our business or that of our affiliates. In addition, we share non-public personal information with certain service providers to the extent permitted by law, and we require those service providers to keep the non-public information confidential. For example, we may provide such information to brokers, attorneys, third-party marketing firms and auditors.

- We restrict access to non-public personal information about our clients to Employees and service providers who need to know that information to provide services to our clients.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to guard clients' personal information.

II. COLLECTION OF INFORMATION

In general, you can browse the Site without telling us who you are or revealing any personal information about yourself. We automatically track certain information that your browser makes available whenever you visit a website. This information includes your Internet Protocol address, browser type, browser language and one or more files that may uniquely identify your browser. We may use this information to do internal research on our users' demographics, interests and behavior to better understand, protect and serve you and our clients. This information may include the URL from which you just came (whether this URL is on the Site or not), to which URL you next go (whether this URL is on the Site or not), your computer browser information and your IP address. We use this information to operate, develop and improve our services. The only other information collected is if you enter your name and email address to access our "Advisors & Institutions" webpage or receive our email content such as, "Casual Friday" and other marketing efforts of the Company.

III. USE AND DISCLOSURE OF INFORMATION

We use the information we collect from our browser to improve our operations. We may use information collected from you to measure interest, customize your experience and enforce our Terms of Use.

We may use your information to send correspondence and perform services on your behalf in connection with investment-related activities.

We may use personal information about you to analyze Site usage, improve our content and product offerings and customize the Site's content, layout, and services. These uses improve the Site and better tailor it to meet your needs, so as to provide you with a smooth, efficient and safe experience while using the Site.

In providing our services, we also may share personal information about you with other third parties to help us process transactions relating to your account, including, but not limited to, asset transfers from a financial institution and processing or administering investment transactions and portfolios. In certain instances, we may contract with third parties that are not affiliated with us to perform services for us, and, if necessary, we may disclose information about you to those third parties solely for the purpose of carrying out their assigned responsibilities. In those circumstances, we require those third parties to treat your private information with the same degree of confidentiality that we do. In some instances, the third-party service provider may collect information

directly from you. In these cases, you will be notified of the involvement of the service provider, and all additional information you provide to it and its additional uses will be strictly up to you. If you provide additional information to a service provider directly, its use of your personal information is governed by its applicable privacy policy.

We may also share information about you if we believe that disclosure is required under law. For example, we may disclose information in response to a subpoena or to cooperate with regulatory or law enforcement authorities.

We cannot ensure that all of your private communications and other personal information will never be disclosed in ways not otherwise described in this Privacy Policy. For example (without limiting the foregoing), we may be forced to disclose personal information to the government or third parties under certain circumstances, third parties may unlawfully intercept or access transmissions or private communications, or service providers may abuse or misuse your personal information that they collect from the Site. Therefore, although we use industry standard practices to protect your privacy, we do not promise, and you should not expect, that your personal information or private communications will always remain private.

IV. CONTROL OF YOUR PERSONAL OF INFORMATION

You can review and change any information you submit to us by contacting us at 1-800-897-3057.

On your request, we will remove your contact information from our active databases. We will retain in our files the personal information you have asked us to remove from our active databases to prevent fraud, resolve disputes, troubleshoot problems, assist with any investigations, enforce our Terms of Use and comply with legal requirements. Therefore, you should not expect that your personal information will be completely removed from our databases in response to your requests. However, such personal information will only be available to select Employees, service providers and governmental persons or entities.

V. SECURITY

Your information is stored on our servers located in the United States. We use procedural and technical safeguards to protect your personal information against loss or theft as well as unauthorized access and disclosure to protect your privacy, which may include encryption, “firewalls”, Secure Sockets Layer (SSL) and Transport Layer Security (TLS). We treat data as an asset that must be protected against loss and unauthorized access. We employ security techniques to protect such data from unauthorized access by users inside and outside the firm.

A third party may circumvent our security measures, however, and we do not guarantee that our security measures will successfully prevent third parties from accessing the

information we collect. In the event of a security breach involving your personal information, we will make any legally required disclosures to you in the most expedient time possible and without unreasonable delay, consistent with the legitimate interests of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

VI. PHISHING

Identity theft and the practice currently known as “phishing” are of great concern to us. Safeguarding information to help protect you from identity theft is a top priority. We do not and will not, at any time, request your credit card information or social security number in an unsolicited e-mail or telephone communication. For more information about phishing, visit the Federal Trade Commission’s website.

VII. CHILDREN

Persons under the age of 18 are not eligible to use the Site and, therefore, we do not knowingly collect any personal information from persons under the age of 18.

VIII. CONDITIONS OF USE

If you choose to visit the Site, your visit and any dispute over privacy is subject to this Privacy Policy and our Terms of Use, including limitations on damages and application of the law of the State of California. If you have any concern about privacy, please contact us.

IX. PRIVACY RIGHTS – CALIFORNIA

If you are a resident of California, you may have rights under the California Consumer Privacy Act of 2018 (“CCPA”), as described in this section of our Privacy Notice.

1. Your Right to Request Disclosure of Information We Collect and Share About You

The Company is committed to ensuring that you know what information we collect and share about you. You can submit a request to the Company for the following information:

- The categories of Personal Information that we have collected about you.
- The categories of sources where we collected the Personal Information.
- The business or commercial purposes for why we collected the Personal Information.
- The specific pieces of information we collected.
- The third parties with whom we shared the information.

- The categories of Personal Information that we've shared with service providers who provide services for us.

To exercise the right to request the disclosure of Personal Information that we collect or share about you, contact us at compliance@berkshiream.com or 1-800-897-3057.

2. Categories of Personal Information We Disclose

We may disclose your Personal Information to a third party for a business purpose.

3. Categories of Personal Information We Sell

We do not sell your Personal Information to any third party for a business purpose.

4. Our Process for Responding to Requests for Access or Deletion under the CCPA

You have the right to request that we delete any of your Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your Personal Information from our records, unless an exception applies. We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the Personal Information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.

- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

To respond to your request, we will ask you for certain pieces of personal information and endeavor to match those to information we maintain about you. The nature and number of verifying data elements we may request will depend on the nature of your request and the nature of the information we maintain about you. If we are unable to verify your identity with the degree of certainty required, we will not be able to respond to the request. In that case, we will notify you to explain the basis of our denial.

If you are legally entitled to such rights, you may designate an agent to submit a request on your behalf. The agent can be a natural person or a business entity that is registered with the California Secretary of State. If you would like to designate an agent to act on your behalf, you and the agent will need to comply with our agent verification process.

For requests for access or deletion, we will respond to your request or your authorized agent's request in writing, or verbally if requested, as soon as practicable and in any event generally not more than within 45 days after receipt of the request. We may extend this period to 90 days and, in the event that we do extend the period, we will explain to you or your authorized agent why we did so.

Please note that this subsection does not apply when an agent is authorized to act on your behalf pursuant to a valid power of attorney. Any such requests will be processed in accordance with California law pertaining to powers of attorney.

1. Non-Discrimination

You have a right not to be discriminated against for the exercise of the privacy rights conferred by the CCPA.

2. Do Not Track

California Business & Professions Code Section 22575(b) provides that California residents are entitled to know how a website operator responds to "Do Not Track" ("DNT") browser settings. DNT is a feature offered by some browsers which, when enabled, sends a signal to websites to request that your browsing is not tracked, such as by third party ad networks, social networks and analytic companies. We do not currently take actions to respond to DNT signals because a uniform technological standard has not yet been developed. We continue to review new technologies and may adopt a DNT standard once one is created. For information about DNT, visit [All About DNT](#).

3. Shine the Light

California's "Shine the Light" law, Cal. Civil Code §1798.83, gives California customers the right to prevent our disclosure of their Personal Information to third parties for those third parties' direct marketing purposes, and requires certain businesses to respond to requests from California customers asking about the business' practices related to disclosing Personal Information to third parties for the third parties' direct marketing purposes. Alternately, such businesses may have in place a policy not to disclose Personal Information of customers to third parties for the third parties' direct marketing purposes if the customer has exercised an option to opt-out of such information-sharing. We have such a policy in place.

IX. CHANGES TO THIS POLICY

Please note this Privacy Policy may change from time to time. We may amend this Privacy Policy at any time by posting the amended terms on the Site. All amended terms shall automatically be effective 30 days after they are initially posted on the Site. Your continued use of the Site constitutes your agreement to this Privacy Policy and any changes to this Privacy Policy. If we make any material changes to this Privacy Policy that affect your information already stored in our database, we will post a prominent notice on the Site stating that this Privacy Policy has changed. If you do not agree with this Privacy Policy or any changes to the Privacy Policy, please do not use or access the Site.

If you have any additional questions, please feel free to contact us any time at 1-800-897-3057