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- disclose any sensitive, proprietary or confidential information, about yourself or anyone else;
- attempt (or encourage or support anyone else's attempt) to circumvent, reverse engineer, decrypt, or otherwise alter or interfere with this website;
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These Terms of Use constitute the entire agreement between you and EBAM and govern your use of this website and any services offered through this website. This agreement supersedes any prior terms of use or other agreements concerning the subject matter hereof between you and EBAM.

These Terms of Use and the relationship between you and EBAM shall be governed by, and construed and enforced in accordance with, the laws of the State of California without regard to its conflict of law provisions that might cause the application of the laws of another jurisdiction. You agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within the State of California for the resolution of any disputes arising out of or relating to these Terms of Use or this website.

The failure by EBAM to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision, and no waiver shall be enforceable unless in writing and signed by the party against whom enforcement is sought. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the other terms and conditions of these Terms of Use shall remain in full force and effect.

#### EBAM Website Privacy Policy

East Beach Asset Management, LLC ("EBAM", "Company," "we," "us" or "our"), values your privacy rights. Please take a moment to review our policies and practices described below. By visiting our website, you consent to these policies and practices. If you do not consent to the terms below, please do not continue to use the website.

#### What Information Do We Collect?

We collect your IP address when you access this website.

We may collect certain personally identifiable information ("PII") about you if you contact us through an e-mail address listed on our website and submit such information. For example, we may collect your name, company name, address, city, state, zip/postal code, country, e-mail address, phone number, fax number, and any other information that you choose to provide to us in your subject line and message. If you send us your resume, we naturally receive the information you include in your resume.

We may also receive PII about you from third parties who collect PII from you and pass it on to us. For example, (i) where we are conducting due diligence on potential investment opportunities; and (ii) where we conduct verification or anti-money laundering checks on prospective investors or where we receive contact details and other PII from intermediaries. Furthermore, your employer may provide us with your PII for use in connection with services that we provide to our clients. In such cases, the relevant third party is responsible for ensuring that you have been informed that your PII has been shared with us and for ensuring that they have a right to share it, but once we are holding your PII, we will only handle it in accordance with this policy.

Some of this PII is collected and processed to enable us to enter into a contract with you, some for the purpose of legal compliance, some for the purpose of evaluation for employment, and some for the purposes of our legitimate business interests (being to carry out and improve our business, support our clients and staff, as well as analyze the use of our website).

#### Categories of Personal Information We Collect

In accordance with applicable privacy laws, including the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA), we collect the following categories of personal information:

- Identifiers: such as name, email address, postal address, telephone number, IP address
- Professional Information: such as company name, job title, employment history
- Internet Activity Information: such as browsing history, interaction with our website
- Commercial Information: such as services requested or considered
- Employment-Related Information: when you apply for a position, including resume information, education history, and employment history

#### How Is Your Information Used?

We consider the PII we collect from you to be confidential. If you submit your e-mail address or other PII to us via our website by requesting information or contacting someone at the Company, we will use this information only to the extent necessary to respond to your request(s) and as discussed below.

As is the case with many websites, our servers automatically collect your IP address when you visit our website, and we may associate that address with your domain name or that of your Internet access provider.

We use your personal information for the following business purposes:

- To respond to your inquiries and fulfill your requests
- To send you important information regarding our website, changes to our terms, conditions, and policies
- To evaluate you for potential employment (if you submit employment information)
- To comply with legal and regulatory requirements
- To protect the security and integrity of our website and business
- For our legitimate business interests, such as improving our services

Certain applicable laws or regulations may require or permit us to share information about you. For example, if you are involved in a legal matter with a third party, we may be ordered to provide information to a court or other party. Similarly, applicable regulators may request information concerning fund investors. In these circumstances, only specific information will be shared when we believe in good faith that disclosure is necessary to protect our rights or property, protect your safety or the safety of others, investigate fraud or respond to a government, judicial or other legal request, or to comply with the law. We may also use or disclose your information as permitted by law to collect debts, detect and prevent fraudulent activity, or protect the rights or property of the Company, our clients and investors, our website, its users, or third parties, or when we otherwise believe in good faith that the law requires it.

#### Tracking Technologies

EBAM does not use cookies on its website. If we implement additional tracking technologies in the future, we will update this Privacy Policy accordingly and provide appropriate notice and choices to you as required by applicable law.

#### To What Third Parties Do We Disclose Your Personally Identifiable Information?

To provide necessary business services to an investor's account, we may disclose information to outside service providers. To conduct evaluation for employment, we may disclose your PII to certain third-party service providers such as background check companies. These service providers work at EBAM's direction and only the PII necessary for them to perform their functions is shared. They are required to safeguard your information and only use it for authorized purposes. We might also disclose your PII to other third parties as described in this Privacy Policy under "How Is Your Information Used?" and "What If There Is a Change in Corporate Control?"

We may share your personal information with the following categories of third parties:

- Service Providers: entities that help us deliver our services and operate our business
- Professional Advisors: such as lawyers, auditors, and insurers
- Regulatory Authorities: government agencies and law enforcement when required by law
- Affiliated Entities: other parts of our corporate family, as applicable
- Business Partners: in connection with certain business transactions

**\*\*We do not sell your personal information as defined under the CCPA/CPRA.\*\***

#### Your Access Rights

You may review, update or modify certain of the PII that we have about you by contacting us using the contact information provided below under "How Can You Contact Us?". We may ask you to verify your identity and to provide other details before we are able to provide you with any information, correct any inaccuracies, or delete any information. Your right to delete your information is subject to our records retention policies and any applicable law.

For California residents, please see the "California Privacy Rights" section below for additional rights available to you.

#### How Do We Protect Personally Identifiable Information Collected on This Website?

We take precautions to protect the PII in our possession from loss, misuse, and unauthorized access, disclosure, alteration and destruction. EBAM employs a combination of administrative, technical, and physical safeguards to protect your personal information, including encryption, access controls, and regular security assessments. For more detailed information about our security practices, please refer to our full Privacy Policy. However, the Company does not expressly or implicitly warrant or represent that its level of security meets or exceeds any particular standard. You should not expect that any internet transmission is ever 100% secure or completely error-free. While we strive to protect visitors' personal information, we cannot ensure or warrant the security of any information visitors transmit to us, and visitors do so at their own risk.

If you correspond with us by e-mail you should be aware that your transmission might not be secure. A third party could view the information you send in transit by such means. We will have no liability for disclosure of your information due to errors or unauthorized acts of third parties during or after transmission.

#### California Privacy Rights (CCPA/CPRA)

If you are a California resident, the California Consumer Privacy Act (CCPA), as amended by the California Privacy Rights Act (CPRA), provides you with specific rights regarding your personal information. This section describes your CCPA/CPRA rights and explains how to exercise those rights.

#### Your Rights Under CCPA/CPRA:

- Right to Know: You have the right to request that we disclose certain information about our collection and use of your personal information over the past 12 months.
- Right to Delete: You have the right to request that we delete any of your personal information we have collected, subject to certain exceptions.
- Right to Correct: You have the right to request correction of inaccurate personal information.
- Right to Opt-Out: You have the right to opt-out of the sale or sharing of your personal information. However, EBAM does not sell or share your personal information as defined under CCPA/CPRA.

- Right to Limit Use of Sensitive Personal Information: You have the right to limit the use of your sensitive personal information to purposes necessary to perform the services or provide the goods reasonably expected by an average consumer.
- Right to Non-Discrimination: You have the right not to be discriminated against for exercising any of your CCPA/CPRA rights.

#### How to Exercise Your Rights:

To exercise your rights under CCPA/CPRA, please submit a verifiable consumer request by contacting us using the information provided in the "How Can You Contact Us?" section below.

#### California Applicants and Employees:

For California job applicants, employees, and contractors, EBAM maintains a separate CCPA/CPRA Notice to Applicants/Employees that provides additional information about our privacy practices. This notice is available upon request by contacting Rachael Sarabi at [rsarabi@eastbeacham.com](mailto:rsarabi@eastbeacham.com).

#### What If There Is a Change in Corporate Control?

In the event of any proposed or actual corporate change in control resulting from, for example, a proposed or actual sale to, or proposed or actual merger with, another entity, or in the event of a proposed or actual sale of assets, or a proposed or actual liquidation, the Company reserves the right to disclose/transfer your personal information to the prospective or new party in control or the party acquiring assets.

#### Changes to This Privacy Policy

We reserve the right, in our sole discretion, to modify, alter or otherwise update this policy at any time. We will notify you of material changes to this privacy policy by posting the revised policy with the date it was revised on the EBAM website. We encourage you to periodically review this privacy statement to stay informed about how we are protecting the PII we collect. In some cases (for example, if we significantly expand our use or sharing of your PII), we may also tell you about changes by additional means, such as by sending an e-mail to the e-mail address we have on file for you. In some cases, we may request your consent to the changes.

#### How Can You Contact Us?

If you would like to contact us about this policy or our website, you may contact us at:

Cee Sarabi ([csarabi@eastbeacham.com](mailto:csarabi@eastbeacham.com))

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This policy is effective August 2025.