### FACTS

**WHAT DOES ALTA CAPITAL MANAGEMENT, LLC DO WITH YOUR PERSONAL INFORMATION?**

**Why?**
Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**
The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Assets and account transactions
- Investment experience and risk tolerance

When you are *no longer* our client, we continue to share your information as described in this notice.

**How?**
All financial companies need to share clients’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their clients’ personal information; the reasons Alta Capital Management, LLC chooses to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Does Alta Capital Management, LLC share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For our everyday business purposes</strong>—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our marketing purposes</strong>—to offer our products and services to you</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For joint marketing with other financial companies</strong></td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong>—information about your transactions and experiences</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong>—information about your creditworthiness</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td><strong>For our affiliates to market to you</strong></td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td><strong>For nonaffiliates to market to you</strong></td>
<td>No</td>
<td>We don't share</td>
</tr>
</tbody>
</table>

**Questions?**
Call 801-274-6010 or go to altacapital.com
### Who we are

| Who is providing this notice? | Alta Capital Management, LLC |

### What we do

| How does Alta Capital Management protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. |
| How does Alta Capital Management collect my personal information? | We collect your personal information, for example, when you
  - open an account or give us your income information
  - seek financial or tax advice or enter into an investment advisory contract
  - tell us about your investment or retirement portfolio |
| Why can’t I limit all sharing? | Federal law gives you the right to limit only
  - sharing for affiliates’ everyday business purposes—information about your creditworthiness
  - affiliates from using your information to market to you
  - sharing for nonaffiliates to market to you
State laws and individual companies may give you additional rights to limit sharing. |

### Definitions

| Affiliates | Companies related by common ownership or control. They can be financial and nonfinancial companies.
  - Guardian Capital LLC and its subsidiaries and affiliated companies |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial and nonfinancial companies.
  - Alta Capital Management, LLC does not share with nonaffiliates so they can market to you |
| Joint marketing | A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
  - Alta Capital Management, LLC doesn’t jointly market |

### Other important information

Your privacy is important to us. Alta Capital Management, LLC is committed to handling your information with care. If you have any questions about this privacy notice or you would like to discuss how we protect your information, please contact us at 801-274-6010 or go to altacapital.com.
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