

TERMS AND CONDITIONS OF CONSENT TO ELECTRONIC DELIVERY

CONSENT TO ELECTRONIC DELIVERY

Client agrees *Advisor* may deliver electronically to *Client* the *Electronic Communications* (described below). *Client* may revoke this consent by providing written notice to *Advisor* at the *Advisor Notice Address* shown above (or such amended address as *Advisor* may notify *Client* from time to time); and such revocation will be effective on the first business day after *Advisor*'s actual receipt of the revocation notice. *Client* agrees that *Advisor* has no obligation to deliver any document to *Client* electronically and in *Advisor*'s discretion *Advisor* may, in any instance, choose to deliver physical documents rather than *Electronic Communications*.

For as long as *Advisor* is required by law to maintain a copy of an *Electronic Communication*, *Client* may request a paper copy without terminating this consent by providing written request to *Advisor* at the then-current *Advisor Notice Address*; and, *Advisor* will have the requested document mailed to *Client* at the then-current *Client Notice Address*, without charge.

ELECTRONIC COMMUNICATIONS

Except for any document *Client* has specifically requested to be delivered in paper form, the term "*Electronic Communication*" includes each proposal, assessment, plan, document, notice, invoice, performance or other report, consent, "negative consent," and communication that *Advisor* (or any successor) is required or permitted to provide or deliver to *Client*:

- (i) in connection with any account review, proposal or agreement for *Advisor* to provide investment advisory services for *Client*, including without limitation, Form ADV Part 2A Brochure, Form ADV Part 2B Brochure Supplement, Notice of Privacy Policies, monthly, quarterly, annual, or special performance reports; (ii) in connection with any business reorganization, sale, transfer, or assignment of *Advisor*'s company; and (iii) any other account summary, disclosure or disclosure statement, notice, invoice, consent, "negative consent," or document that *Advisor* (or any successor or affiliate) is required or permitted to send or deliver pursuant to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Company Act of 1940, the Investment Advisers Act of 1940, or the Rules of the Securities and Exchange Commission.

If *Client* and *Advisor* are not parties to an investment advisory agreement on the date hereof, but later enter into such agreement, it is intended this consent and its terms shall continue with respect to *Electronic Communications* under that agreement.

ELECTRONIC DELIVERY METHODS

Currently, the principal "*Electronic Delivery Method*" *Advisor* intends to use to deliver *Electronic Communications* is electronic mail, generally with attachments or embedded hyperlinks to internet sites for downloading of content (collectively, "*Email*") transmitted to *Client*'s electronic mail address shown above or to another electronic mail address *Client* agrees *Advisor* may use to deliver *Electronic Communications* (all referred to as the "*Client Email Address*").

Client agrees that *Advisor* may use other *Electronic Delivery Methods* to deliver *Electronic Communications*, such as websites that require *Client* to use a username and password to access, review, or download *Electronic Communications*; provided, *Client* will not be required to use any such other method. **CLIENT'S USE OF SUCH OTHER ELECTRONIC DELIVERY METHODS SHALL BE DEEMED CONSENT TO SUCH OTHER METHOD, IF SEPARATE CONSENT IS NOT OBTAINED.** *Advisor* may propose using any *Electronic Delivery Method* technology now or hereafter permissible pursuant to rules or guidance of the Securities and Exchange Commission or its Staff, as long as *Client* does not incur significant undisclosed additional cost to access, review, or download *Electronic Communication*, and *Client*'s consent (written or by conduct) is required.

OBLIGATION TO REVIEW ELECTRONIC COMMUNICATIONS

Client agrees to access and review promptly *Electronic Communications* delivered to the *Client Email Address* or other designated receiving address for another *Electronic Delivery Method*. **This is very important** to ensure *Client* is aware of time-sensitive information and identifies discrepancies as soon as possible. *Client* agrees to notify *Advisor*, in

writing, of any discrepancies within ten business days after *Advisor* transmits an *Electronic Communication* to *Client*. Each *Electronic Communication* (and the information therein) shall be deemed to be true, accurate and complete unless *Client* notifies *Advisor*, in writing, of any discrepancy within such ten-day period.

Advisor does not offer technical support if technical or other issues prevent *Client* from accessing, retrieving, or downloading an *Electronic Communication*; however, *Advisor* will provide a paper copy, without charge, promptly after *Client* notifies *Advisor* of such issues.

EMAIL ADDRESS IS CLIENT RESPONSIBILITY

Client is responsible for establishing and maintaining the *Client Email Address* and *Client*'s access to the Internet. *Advisor* is not responsible for *Client*'s access or lack of access to the *Client Email Address* or the Internet. It is *Client*'s obligation to notify *Advisor* of the current *Client Email Address*, and of any changes to or problems with the *Client Email Address*. *Advisor* may take up to ten business days to take action in response to *Client*'s notice of a change to or problems with the *Client Email Address*. All notices regarding the *Client Email Address* must be in writing and sent to *Advisor* at the *Advisor Notice Address*. *Advisor* will deliver paper copies of *Electronic Communications* in the event it becomes aware that the *Client Email Address* is not valid or accessible.

RISK OF DISCLOSURE OF PERSONAL INFORMATION

Client acknowledges *Electronic Communications* will include *Client*'s personal financial information and other non-public personally identifiable information. There is a risk of disclosure to or receipt of such information by unintended third parties. *Client* acknowledges *Email*, the *Client Email Address*, and *Electronic Communications* will not be encrypted.

If the *Client Email Address* is provided by or through an employer or third-party, the employer, its employees, or other persons may have access to the *Electronic Communications*. Also, *Electronic Communications* intended for *Client* may be delivered to an incorrect *Email Address* or intercepted by third parties. **The Internet is not a secure communications network; unauthorized parties may access communications transmitted over the Internet, including *Email* sent to the *Client Email Address*.**

CLIENT OBLIGATION TO PROTECT COMMUNICATIONS

Client is responsible for maintaining the confidentiality of all *Electronic Communications* *Client* creates or receives, including without limitation, preventing unauthorized access to the *Electronic Communication* through *Client*'s computer or use of *Client*'s user credentials. *Advisor* is not liable for unauthorized access to *Electronic Communications*, or *Client* personal financial information arising from or as a result of third parties obtaining access to *Client*'s computer, credentials, or the *Client Email Address*. *Client* agrees to notify *Advisor* immediately if *Client* suspects or becomes aware of any unauthorized access to *Electronic Communications* or *Client* personal financial information.

COSTS RELATED TO ELECTRONIC COMMUNICATIONS

Client is responsible for having working access the Internet (which may require ongoing charges to a telephone, cable or other utility), a digital device and suitable applications (determined by the device and platform, which *Client* must provide and maintain) for accessing, reviewing, and downloading *Electronic Communications*, and a valid *Email Account* and *Email Address* (which may require ongoing charges to an email service provider), or other designated receiving address for an *Electronic Delivery Method* (which may require ongoing charges to the service provider of such address).

To retain *Email* or other *Electronic Communications*, *Client* can either format and save electronic copies in portable document format ("PDF"), such as Adobe Acrobat Reader© 11.0 or higher, available free of charge at www.adobe.com, if *Client* has an available cloud storage, hard drive, or other electronic storage device with sufficient free space to download and store the *Electronic Communications*; alternatively, *Client* will need a printer and paper for printed copies. *Client* is solely responsible for creating all PDF copies, performing such downloads, for storing and protecting downloaded *Electronic Communications*, and for the costs of printing paper copies.