

KINDUR

E-SIGN AGREEMENT

Effective as of: February 26, 2019

Please read this Kindur Investment Services LLC (“**Kindur**”) E-Sign Agreement (the “**Agreement**”) carefully and retain a copy for your records. This Agreement applies to all current and future disclosures, agreements, statements, fee schedules, notices and other documents related to the services provided by Kindur and/or any of its affiliates (the “**Services**”) or that you sign or submit or agree to at our request (collectively, “**Communications**”). For purposes of this Agreement, “affiliates” shall mean any entity or person, directly or indirectly, owned by, or under common ownership control with Kindur. As used in this Agreement, “you” means the person providing this consent and “us” or “we” or “our” means Kindur.

By opening an account with us (each, an “**Account**”) and then accessing your Account, you are consenting to the following terms:

1. Consent to use and delivery of Electronic Records

- i. In our sole discretion, the Communications we provide to you, or that you sign or agree to at our request, may be delivered to you in electronic form (“**Electronic Records**”). You specifically agree to the electronic delivery (*i.e.*, the receipt and/or obtaining of Electronic Records from Kindur). The term "Electronic Records" includes, but is not limited to, any and all current and future notices and/or disclosures, prospectuses, statement of additional information, annual and semi-annual reports that various federal and/or state laws or regulations require that Kindur provides to you, as well as such other documents, statements, data, records and any other communications regarding your relationship to Kindur.
- ii. You acknowledge that, for your records, you are able to retain the Electronic Records by printing and/or downloading and saving this Agreement and any other agreements and Electronic Records, documents, or records that you agree to using your E-Signature (as defined below). You accept Electronic Records provided via your Account with Kindur as reasonable and proper notice, for the purpose of any and all laws, rules, and regulations, and agree that such electronic form fully satisfies any requirement that such communications be provided to you in writing or in a form that you may keep. The following are examples of Electronic Records covered by this Agreement: (1) the [Investment Advisory Agreement](#) between you and Kindur and all amendments, notices and other agreements that supplement the Investment Advisory Agreement (the “**Advisory Agreement**”); (2) Kindur’s [Privacy Policy](#); and (3) Kindur’s [Form ADV Part 2](#) (including the brochure).

2. Acknowledgement and Consent to Electronic Signature

- i. You agree that your use of a key pad, mouse, or other device to select an item, button, icon or similar act/action, or to otherwise provide Kindur with instructions, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "**E- Signature**"), acceptance and agreement as if actually signed by you in writing.
- ii. You acknowledge that you are signing this Agreement and the Advisory Agreement with an E-Signature. You agree your E-Signature is the legal equivalent of your manual signature on this Agreement and the Advisory Agreement. You consent to be legally bound by this Agreement's terms and conditions. You also agree that no certification authority or other third-party verification is necessary to validate your E-Signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Kindur. You represent that you are authorized to execute this Agreement and the Advisory Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement and the Advisory Agreement.

3. Revocation of Consent of Electronic Delivery

- i. This Agreement will apply indefinitely unless you withdraw your consent under this Agreement. You have the right to withdraw your consent under this Agreement and the use of your E-Signature at any time. If you wish to withdraw your consent under this Agreement, contact Kindur at support@kindur.com.
- ii. You acknowledge that we reserve the right to restrict or terminate your access to Kindur and its Services, including, without limitation, Kindur's website (the "**Website**"), if you withdraw your consent under this Agreement.
- iii. You acknowledge and agree that any revocation or suspension of your consent under this Agreement, your request for paper copies, or our delivery of any paper copies will not imply that previous electronic delivery or signature of documents pursuant to this Agreement did not constitute good and effective delivery, as applicable, or otherwise revoke your consent to any agreement or any term thereof.

4. Paper Versions of Electronic Communications

You may obtain a paper copy of the Electronic Records, at any time, by notifying us via support@kindur.com. We will not charge you a fee for the paper copy.

5. Hardware, Software and Operating System

To receive the Electronic Records, you will need a computer or mobile device with a compatible operating system and web browser, and connection to the Internet, and you will need access to a printer or the ability to download information to keep copies for your records. By establishing and then accessing an Account, you are indicating that you have the capability to access the agreements and other information, including the disclosures, and download or print copies for your records. You are responsible for installation, maintenance, and operation of your computer, mobile device, browser and software. Kindur is not responsible for errors or failures from any malfunction of your computer, browser or software. Kindur is also not responsible for computer viruses or related problems associated with the use of an online system.

The following are the minimum, hardware, software and operating system requirements necessary to use Kindur and receive Electronic Records:

- A Current Version* of an Internet browser we support;
- Connection to the Internet;
- A Current Version of a program that accurately reads and displays PDF files (*e.g.*, Adobe Acrobat Reader); and
- A computer or mobile device and an operating system capable of supporting all of the above. You will also need a printer if you wish to print our and retain records on paper, and electronic storage if you wish to retain records in electronic form.

*By “Current Version,” we mean a version of the software that is currently being supported by its publisher.

You must also have an active email address.

We agree to provide you with notice of any change in the hardware or software requirements needed to access or retain Electronic Records. If you revoke your consent to electronic delivery under this Agreement, you will be subject to the terms described in Section 3 above.

6. Email

You must keep your email or electronic address current with us. You must notify us immediately of any change in your email or other electronic address. You may change the email address on record for you on the Website or by contacting us at support@kindur.com or by telephone at (800) 961-3572. Until Kindur has received and had a reasonable amount of time to act on any notice of such a change, Kindur may continue to send Electronic Records to your previous email address, any such Electronic Record will be deemed to have been delivered to you, whether or not you actually receive them.

If any email notification sent you at your electronic address of record is returned to Kindur as undeliverable and Kindur is unable to obtain a valid email address, you will be deemed to have revoked your consent under this Agreement and will be subject to the terms of Section 3 above.