



## CONSENT TO ELECTRONIC SIGNATURES AND DOCUMENTS

M2 Trust Services, LLC  
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Denver, CO 80202  
Phone: (888) 265-1225  
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As part of your relationship with us, we want to ensure you have all of the information you need to effectively manage your accounts. Our goal is to provide as many options as possible for communicating and handling certain documents and transactions. We are required by law to give you certain information "in writing" – which means you are entitled to receive it on paper. We may provide this information to you electronically, instead, with your prior consent. We also need your general consent to use electronic signatures in our relationship with you.

To open an account M2 Trust Services, LLC ("M2 Trust") requires each client consent to the terms and conditions of this Consent to Electronic Signatures and Documents Agreement and Disclosure ("Agreement"). By signing this form you have agreed that (a) all Account statements, disclosures, form 1099s, form 5498s, investment authorizations, notices and other transactions related to your Account by and between you and us may be provided electronically as consented to herein, at our discretion, and (b) use of an electronic signature or E-Mail serve as an "original" signature and will bind you to the terms of any document executed by you with an electronic signature or authorized by an E-Mail. You and M2 Trust retain our respective rights as provided in this Agreement and Disclosure.

If you do not consent to this Agreement M2 Trust may decline the acceptance of your account or if you later withdraw your consent we may resign as custodian upon thirty day notice to you. In such cases any notice provided by us to you for any circumstance shall be sent to your last known address (maintained by us) by regular mail, and for purposes of this Agreement shall be considered delivered as of the date of the mailing. You are responsible for timely notifying us of any changes of address.

### **Definitions**

The words "**we**," "**our**," and "**us**" mean M2 Trust, affiliates, successors, and assigns.

The words "**you**" and "**your**" mean each applicant, account owner and anyone else with access to the account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.

The word "**Access Device**" means any electronic device you use to access your account and view electronic documents. This includes, but is not limited to: a traditional computer such as a desktop or laptop computer; or a mobile device such as a tablet computer or a smartphone.

The word "**Document**" means all disclosures, terms and conditions, notices, forms, applications, agreements, documents, information, statements, and fee schedules.

The word "**Electronic**" means relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities. For purposes of this Agreement electronic includes items sent by E-mail or facsimile ("Fax").

The word "**Electronic Agent**" means a computer program or an electronic or other automated means used independently to initiate an action to respond to electronic records or performances in whole or in part without review or action by an individual at the time or the action or response.

The word "**Electronic Record**" means a document or other record created, generated, sent, communicated, received, or stored by electronic means, including E-mail and fax.

The word "**Electronic Signature**" means an electronic sound, symbol, or process, attached to or logically associated with a document or other record and executed or adopted by a person with the intent to sign the record. Use of an electronic signature serve as an "original" signature and will bind you to the terms of any document executed with an electronic signature. For purposes of this Agreement, an E-mail transmission or Fax is deemed to be in writing and the term "address" includes a party's E-mail address, and will be considered a form of Electronic Signature.

The word "**Information**" data, text, images, sounds, codes, computer programs, software, databases, or the like.

### **Scope of this Agreement**

This Agreement applies to documents related to opening and maintaining an account with the M2 Trust, all IRS reporting, such as forms 1099 and 5498, as well as transactions authorized by you. This consent will remain effective as long as your account resides with us or until expressly withdrawn by you. You have the right to receive any record or disclosure provided or made available in non-electronic, paper form. Your consent does not mean that we must provide documents or accept transactions authorized by you electronically, but instead that we may deliver or receive some or all of those documents electronically and process transactions based on an electronic signature, E-mail or Fax. Sometimes the law, or our Agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in another Communication how you may deliver that notice to us electronically.

There are certain Communications that by law we are not permitted to deliver to you electronically, even with your consent. So long as required by law, we will continue to deliver those Communications to you in writing. However, if the law changes in the future and permits any of those Communications to be delivered as Electronic Records, this consent will automatically cover those Communications as well.

We will continue to provide your tax statements on paper unless you separately elect to receive them electronically (if available).

#### **Electronic Delivery of Documents**

Electronic documents will typically be delivered to you in an Adobe® .pdf format. You must download and open the electronic documents to view them and you are strongly encouraged to save or print the documents for future reference.

#### **Requesting Paper Copies of Documents Presented Electronically**

You agree and understand that paper versions of electronically presented documents may not be mailed unless you specifically request them. To request a paper copy of any document, contact us at 1-888-265-1225. Copies of documents, will be mailed; however, a fee will be charged for paper versions of documents (please refer to our Fee Schedule or speak with one of our representatives for more information about these charges).

#### **Services and Products Utilized for Electronic Signatures and Documents**

M2 Trust may utilize a number of different secure online portals for purposes of receiving and sending documents and obtaining or providing electronic signatures. These may include, but not be limited to, AccuNet, Microsoft Office 365 Message Encryption, ShareFile, RightSignature, Adobe Sign, and DocuSign.

AccuNet - AccuNet allows you to access your account information over the internet, including account statements, in PDF format. To gain access go to our "Client Login" on our website at [M2trustservices.com](http://M2trustservices.com).

Microsoft Office 365 Message Encryption - Office 365 allows us to send you encrypted email. This feature processes email through a TLS-enabled network that further enhances message security and eliminates the need for certificates by using your email address as the public key. It also enhances the security of subsequent email responses by encrypting each message in the thread.

ShareFile - ShareFile is a secure cloud-based platform utilized by M2 Trust to send and obtain e-signatures on documents with the integration of RightSignature. It provides bank-level encryption and two-factor authentication and single sign-on for added security. Electronic documents are protected during transfer with SSL/TLS encryption protocols and stored using AES 256-bit encryption.

RightSignature – In conjunction with ShareFile, RightSignature allows us to deliver fillable documents to you electronically and signed with secure, legally binding e-signatures. Every RightSignature document is secured with full audit log, biometric data capture, and 256-bit encryption.

Adobe Sign and DocuSign – When you authorize us to process an investment in your account a number of entities, such as title companies and investment sponsors, may present documents to us requesting an electronic signature using Adobe Sign, DocuSign or other electronic signature providers. It is our policy to execute such documents as long as you have previously authorized the investment transaction.

Email - We may, at our discretion, accept email authorization from you related to certain activities, such as expense payments, as long as it comes from an identifiable email address.

#### **System Requirements**

By consenting to this agreement, you confirm that your Access Device meets the minimum specifications and requirements necessary to view and retain your electronic documents.

#### **To access your electronic documents on a mobile device, you will need:**

- A mobile device with a current operating system, such as Android or iOS (iPhone).
- A data plan provided by your wireless carrier and an up-to-date mobile internet browser that is compatible with, and supported by, your operating system. Supported browsers include: Internet Explorer 9, Safari 5, Firefox 11, and Chrome 18 or higher.
- For documents obtained or delivered through our secure web portal ("ShareFile") a mobile app for iOS, Android, Windows and Blackberry smartphones and tablets may be required.
- If you wish to view .pdf files on your mobile device, you will need software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).
- A printer and/or storage device if you wish to print or retain any electronic documents.

#### **To access your electronic documents on a traditional computer, you will need:**

- A computer with a current operating system, such as Windows XP or higher, OS X (Apple Macintosh) or higher.
- An internet connection and an up-to-date internet browser that is compatible with, and supported by, your operating system. Supported browsers: Internet Explorer 9, Safari 5, Firefox 11, and Chrome 18 or higher.
- Software that accurately reads and displays .pdf files (such as Adobe Reader).
- A printer and/or storage device if you wish to print or retain any electronic documents.

**For ShareFile to access your electronic documents on a traditional computer, you will need**

- Sharefile is capable of running on the latest versions of most web browsers, including Google Chrome version 57.0.2987 or higher for Windows 10/8.1/87 and Mac OS 10.9 or later, Internet Explorer version 5.2.3 for Mac OS X or later and version 2859903 (Internet Explorer 10); Safari version 10.1 for Mac OS X; and Firefox 52.0 or higher.

**Changes to system requirements**

We will notify you if our hardware or software requirements change and whether that change creates a material risk that you would not be able to access or retain your electronic documents. Continued access or receipt of documents or use of electronic signatures after receiving notice of the change is the reaffirmation of your consent to this Agreement

**Maintaining a Valid E-mail Address**

It is important that you maintain a valid E-mail address with so that we may contact you regarding your account. You agree to maintain a valid E-mail address with us and promptly notify us of any changes. You may update your E-mail address by sending an E-mail to [Clientservices@M2Trustservices.com](mailto:Clientservices@M2Trustservices.com). You may also call us at 1-888-265-1225.

**Withdrawal of Your Consent**

You may withdraw your consent to receive any record provided or made available in electronic form under this Agreement at any time. To withdraw your consent you may send an E-mail notification to Client Services at [Clientservices@M2Trustservices.com](mailto:Clientservices@M2Trustservices.com). You can also withdraw consent by contacting us at 1-888-265-1225. If you withdraw your consent to this Agreement you will no longer be able to: 1) execute documents electronically; 2) send or receive certain documents to or from us; 3) utilize a Fax to receive or send documents to us, or 4) provide documents to us in any format other than paper form. With respect to account statements, even if you withdraw consent you will still have access to account statements through our Web site, if you wish to do so. As noted above, withdrawal of consent may result in our resignation as custodian for your account. In such case a written 30 day notice will be sent to you.

**Multiple Access Devices**

Your acceptance of this Agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this Agreement on a mobile device, the terms of this Agreement will apply to electronic documents accessed on a traditional computer (or vice versa).

Additionally, by viewing and accepting this Agreement on any Access Device, you are reasonably demonstrating your ability to access and view electronic documents in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access and view electronic documents on the subsequent Access Device.

**Federal Law**

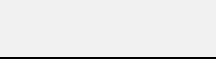
You acknowledge and agree that your consent to this Consent to Electronic Signatures and Documents Agreement and Disclosure is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

**Termination/Changes**

We reserve the right, in our sole discretion, to discontinue the provision of your Electronic Communications, or to terminate or change the terms and conditions on which we provide Electronic Communications. We will provide you with notice of any such termination or change as required by law.

**Acceptance and Consent**

I have read, understand, and agree to be bound by the terms and conditions described above. I understand by signing this document, I am agreeing that I have reviewed this Agreement and agree to transact business using electronic communications, to receive documents electronically, and to utilize electronic signatures in lieu of paper documents.

**Account Holder's Signature****Date** 

Questions? Please contact us Monday through Friday, from 8:00 am to 5:00 pm Mountain Standard Time.

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Mail Address:

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