

Vantage Online Services Agreement

Use of the Vantage Websites is subject to the terms and conditions contained in this Agreement. In continuing to access or use the Website, you agree to be bound by those terms and conditions within this Agreement applicable to your use.

If you are registering for a particular Vantage Service, we are now asking you to confirm that you have read this Agreement before clicking “I agree” below.

SCOPE OF THE VOSA

Vantage Retirement Plans, LLC. (“Vantage,” “we”, or “us”) provides certain record keeping and administrative services in connection with self-directed retirement accounts (the “Vantage Services”) on the behalf of the appointed custodian of the account (“Custodian”). This Vantage Online Services Agreement (“VOSA” or “Agreement”) applies to the provision of, and/or access to, Vantage Services through electronic means, including, but not limited to, Vantage’s websites (www.vantageiras.com, vantageselfdirectedplans.force.com, vantageiras.my.site.com, invest.vantageiras.com, and all associated pages, collectively, the “Websites”), email, or other computer, telephonic, or wireless services or systems utilized by Vantage in the past, now, or in the future. This Agreement applies to all Vantage Services regardless of the means by which you access such Vantage Services.

We may also ask you to follow additional rules, guidelines, or other conditions that govern the use of a particular Vantage Service (“Rules and Guidelines”) at the time you register for or use that Vantage Service. The VOSA incorporates by reference the Rules and Guidelines of any Vantage Service for which you register.

Consent to Electronic Records and Signature

The VOSA, other online agreements, and our Websites include important disclosures and regulatory information that are associated with the Vantage Services. From time to time, Vantage may ask you to review other important disclosures or agreements about a Vantage Service. We refer to all of these items as “Records and Disclosures”.

When you click “I agree” below, you will be consenting to electronic delivery of the VOSA and the Records and Disclosures in HTML format. To access, retain, and print the VOSA and other Records and Disclosures, you should use the the latest (non-beta) version of Microsoft Windows or macOS and the latest (non-beta) version of Internet Explorer®, Microsoft Edge®, Chrome®, Firefox®, or Safari®. (Other operating systems and web browsers may work, however older browsers may experience technical difficulties. Upgrading to one of the configurations above will provide you with the best online experience.)

By clicking “I agree” you will also be providing your electronic signature that will affirm:

- You understand and intend that the VOSA is a legally binding agreement and the equivalent of a signed, written contract;
- You will use all Vantage Services, and our Websites generally, in a manner consistent with applicable laws and regulations and in accordance with the terms and conditions of the VOSA and any other applicable rules, guidelines or other conditions that govern the use of a particular Vantage Service as they may be amended by Vantage from time to time; and

- You understand, accept, and have received the VOSA and its terms and conditions, and acknowledge and demonstrate that you can access the VOSA and other Records and Disclosures on our Website.

If you do not agree with the terms and conditions in the VOSA, please select “Cancel” below and you will exit the registration process. You should be aware, however, that the use of any Vantage Service, including our Websites, is subject to the terms and conditions of the VOSA. This Agreement will always be available for your review via a link on the www.vantageiras.com web page. If you click “I agree” below, we will create an electronic record of your agreement. Please carefully review the following terms and conditions.

REVISIONS AND RELATION TO OTHER AGREEMENTS OR DISCLOSURES

Vantage may revise the VOSA at any time, and you agree to be bound by future revisions. It is your responsibility to visit the VOSA on the Website periodically to review the most current terms and conditions. If you have an account with Vantage (the “Account”), your customer relationship with Vantage is also governed by your account agreements, including the Account Application. If there is any conflict between (1) the VOSA and (2) your account agreements, then your account agreements will govern. Vantage may also offer other services from time to time that are governed by different or additional terms and conditions. Vantage Services are subject to any disclosures or disclaimers found within the Vantage Services.

REGISTRATION INFORMATION, PRIVACY, AND PERSONALIZATION

When you register for a Vantage Service, we may ask you to give us certain identifying information (“Registration”). You agree to provide true, accurate, current, and complete information about yourself. You also agree not to impersonate any person or entity, misrepresent any affiliation with another person, entity or association, use false headers or otherwise conceal your identity from Vantage for any purpose. We agree to treat with care the information you entrust to us, in accordance with the disclosures we give during the Registration process and in our Privacy Policy.

For your protection and the protection of our other customers and Website users, you may not share your Registration information (including passwords, User Names, account numbers, and screen names) with any other person for the purpose of facilitating their access and unauthorized use of Vantage Services. If you do share this information with anyone, we will consider their activities to have been authorized by you. You alone are responsible for all transactions initiated, messages posted, statements made, or acts or omissions that occur within any Vantage Service through the use of your Registration information.

Vantage may offer you the opportunity to personalize a Vantage Service or your online experience. While certain personalization features can provide a more convenient way to access the data and features most relevant to you, be aware that “cookies” and other similar identification techniques are used to associate you with the computer or electronic device that you are using. If you access Vantage from a public location or if you otherwise share a computer or electronic device, some personalization features could reveal non-public personal information about you to others. You alone are responsible for deciding whether a particular personalization feature is appropriate for you and for any consequences that result from your decision.

UNAUTHORIZED USE OF YOUR REGISTRATION

If you believe that someone has used your Registration information to access any Vantage Service without your authorization, please call Vantage immediately at 480-306-8404.

VANTAGE'S LICENSE TO YOU

Vantage grants you a single, non-exclusive, non-transferable, and limited personal license to access and use the Vantage Services. This license is conditioned on your continued compliance with the terms and conditions in the VOSA.

YOUR LICENSE TO VANTAGE

Unless otherwise indicated for a particular Vantage Service, any communications or material of any kind that you e-mail, post, or otherwise transmit through the Vantage Services, including data, questions, comments, or suggestions (your "Communications") will be treated as non-confidential and non-proprietary. You hereby grant a license to Vantage to reproduce, disclose, transmit, publish, broadcast, or post your Communications either on the Website or elsewhere with no liability or obligation to you. Vantage is free to use any ideas, concepts, know-how, or techniques contained in your Communications for any purpose including, but not limited to, developing and marketing products using such information.

USE OF THIRD PARTY SERVICE PROVIDERS

Vantage may use third party service providers to assist in providing certain Vantage Services with or without notice to you (each, a "Third Party Service Provider"). Vantage may also change Third Party Service Providers or may itself provide a Vantage Service without the assistance of such third party. You consent and authorize Vantage to delegate the authorizations you provide to Vantage to its Third Party Service Provider(s) as Vantage deems necessary or desirable to provide the applicable Vantage Service to you. You agree that the terms and conditions of the VOSA, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such Third Party Service Providers and such Third Party Service Providers are deemed to be third party beneficiaries of the VOSA, including any other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement. You also agree that all references to "Vantage" within the VOSA and any incorporated terms are also deemed to include, where applicable, Vantage's agents, such as the Third Party Service Providers.

To protect the privacy and security of your personal information, Third Party Service Providers will only be authorized to use or maintain your personal information only in accordance with Vantage's privacy policy.

NOTICES, COMMUNICATIONS, AND ELECTRONIC SIGNATURES

You agree to accept all communications from us regarding use of the Vantage Services at the addresses you provide during Registration. Please promptly update any changes to your registration information by using the "Update Contact Information" link associated with each Vantage Service. Vantage is entitled to rely on the e-mail address and U.S. mail address that you last provided to us. You agree to waive all claims resulting from failure to receive communications because of changes in your e-mail or U.S. mail address. From time to time, we would like to send you information about Vantage products and services. If you register for a Vantage Service, you are granting Vantage permission to communicate with you by e-mail. You can opt not to receive such information from us in the future by following the instructions in any e-mail that we send to you.

Vantage provides the ability to submit certain electronic instructions, forms, letters, directions, and other communications to Vantage in connection with your Account ("Electronic Instructions"). In submitting any Electronic Instructions, you agree: (i) to be bound by any affirmation, assent, or agreement you transmit by computer or other electronic device, including any consent to receive communications from Vantage solely through electronic transmission; (ii) when clicking on or selecting an "I agree," "I consent" or other similarly worded "button" or entry field, your consent will be legally binding and the legal equivalent of your handwritten signature; and (iii) you are certifying to Vantage that all information provided in connection with the Electronic Instruction is complete, true, and correct, you have the authority to initiate the Electronic Instruction, and the Electronic Instruction is valid to the best of your knowledge. If you do not agree to the above, do not submit any Electronic Instructions and contact a Vantage representative with any questions.

USE OF VANTAGE SERVICES

The following requirements apply to your use of all Vantage Services:

- You will not use any electronic communication feature of a Vantage Service for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.
- You will not upload, post, reproduce or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- You will not collect or store personal data about other users.
- You will not use any Vantage Service for any commercial purpose not expressly approved by Vantage in writing. You will not upload, post, e-mail, or otherwise transmit any advertising or promotional materials, including, without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorized communication.
- You will not upload, post, e-mail or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit or interfere with the functionality of any computer software or hardware or telecommunications equipment.

NO INVESTMENT ADVICE OR RECOMMENDATIONS

The Vantage Services and content (including Market Information) are for information, education, and entertainment purposes only. Although Vantage Services may provide information relating to investment approaches, you should not construe any features, tools, or other content available through any Vantage Service or Website as legal, tax, investment, financial, or other advice. Nothing contained in any Vantage Service or any other content on our Website constitutes a solicitation, recommendation, endorsement, or offer by Vantage or a Third Party Service Provider to buy or sell any financial instruments.

You alone assume the sole responsibility of evaluating the merits and risks associated with the use of any Vantage Service before making any decisions based on content contained in a Vantage Service. In exchange for using Vantage Services, you agree not to hold Vantage or any Third Party Service Provider liable for any possible claim for damages arising from any decision you make based on information made available to you through any Vantage Service.

USE OF ACCESS DEVICES

With the exception of applications commonly known as web browser software, or other applications formally promoted, endorsed, or approved by Vantage in writing, you agree not to use any software, program, application, or any other device to access or log on to any Vantage Service, including Vantage's computer systems, Website or proprietary software or to automate the process of obtaining, downloading, transferring or transmitting any content to or from any Vantage Service, including Vantage's computer systems, Website or proprietary software.

SECURITY OF DATA TRANSMISSIONS AND STORAGE

Electronic (including wired and wireless) communications through the Vantage Services may not be encrypted. You acknowledge that there is a risk that data, including Electronic Instructions, e-mail, electronic and wireless communications, and personal data, may be accessed by unauthorized third parties when communicated between you and Vantage or between you and other parties.

MONITORING BY VANTAGE

Vantage, its affiliates and agents are entitled, but not obligated, to review or retain your Communications. We and our Third Party Service Providers may monitor your Communications to evaluate the quality of service you receive, your compliance with the VOSA, the security of the Vantage Services, or for other reasons. You agree that these monitoring activities will not entitle you to any cause of action or other right with respect to the manner in which Vantage or its Third Party Service Providers monitor your Communications and enforce or fail to enforce the Rules and Guidelines of any Vantage Service and the terms of the VOSA. In no event will Vantage or its Third Party Service Providers be liable for any costs, damages, expenses, or any other liabilities incurred by you as a result of any monitoring activities.

HYPERLINKS

Vantage may make available links from a Vantage Service to other, third party sites or electronic services providers that are not affiliated with Vantage. Vantage does not control these other sites or services, and Vantage makes no representations or endorsements whatsoever concerning those sites or services. The fact that Vantage has provided a link to a site is not an endorsement, authorization, sponsorship, or affiliation with respect to such site, its owners, or its providers. There are risks in using any information, software, service or product found on the Internet, and Vantage cautions you to make sure you understand these risks before retrieving, using, relying upon, or purchasing anything via the Internet. You agree that under no circumstances will you hold Vantage liable for any loss or damage caused by use of or reliance on any content, goods or services available on other sites.

DISCLAIMERS OF WARRANTIES

ALTHOUGH VANTAGE TRIES TO PROVIDE ACCURATE AND TIMELY INFORMATION THROUGH ITS VANTAGE SERVICES, THERE MAY BE INADVERTENT TECHNICAL OR FACTUAL INACCURACIES AND TYPOGRAPHICAL ERRORS. VANTAGE RESERVES THE RIGHT TO MAKE CHANGES AND CORRECTIONS AT ANY TIME, WITHOUT NOTICE. THE INFORMATION PROVIDED THROUGH THE VANTAGE SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE." VANTAGE DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION, TEXT, GRAPHICS, LINKS OR OTHER ITEMS CONTAINED IN THE VANTAGE SERVICES. VANTAGE PROVIDES NO GUARANTEE AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. VANTAGE EXPRESSLY

DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, ANY INFORMATION CONTAINED IN THE VANTAGE SERVICES. VANTAGE MAY CHANGE INFORMATION CONTAINED IN THE VANTAGE SERVICES AT ANY TIME AND MAKES NO COMMITMENT TO UPDATE THE INFORMATION CONTAINED IN THE VANTAGE SERVICES. YOU ASSUME THE ENTIRE RISK AS TO THE USE OF THE VANTAGE SERVICES.

FURTHER, VANTAGE MAKES NO WARRANTIES REGARDING THE VANTAGE SERVICES. VANTAGE AND ITS AFFILIATES AND AGENTS (INCLUDING THIRD PARTY SERVICE PROVIDERS) DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE VANTAGE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER ELECTRONIC SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VANTAGE OR THROUGH OR FROM THE VANTAGE SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY AND INDEMNIFICATION

YOU AGREE TO INDEMNIFY AND HOLD VANTAGE AND ITS AFFILIATES, AGENTS, EMPLOYEES, AND LICENSORS (INCLUDING THE THIRD PARTY SERVICE PROVIDERS) HARMLESS FROM ANY CLAIM, DEMAND, LOSS, COSTS OR EXPENSE, INCLUDING ATTORNEYS' FEES, MADE BY ANY PERSON ARISING OUT OF YOUR VIOLATION OF THIS AGREEMENT, STATE OR FEDERAL SECURITIES LAWS OR REGULATIONS, OR ANY OTHER PERSON'S RIGHTS, INCLUDING BUT NOT LIMITED TO INFRINGEMENT OF ANY COPYRIGHT OR VIOLATION OF ANY PROPRIETARY OR PRIVACY RIGHT.

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL VANTAGE OR ITS AFFILIATES, AGENTS, EMPLOYEES, OR LICENSORS (INCLUDING THIRD PARTY SERVICE PROVIDERS) BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, ANY VANTAGE SERVICE, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT WILL VANTAGE OR ITS THIRD PARTY SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY TORT, CONTRACT OR ANY OTHER LIABILITY ARISING IN CONNECTION WITH THE USE OF A VANTAGE SERVICE, OR RELIANCE ON ANY INFORMATION OR SERVICES PROVIDED BY VANTAGE. VANTAGE AND ITS THIRD PARTY SERVICE PROVIDERS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, FOR ANY LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF VANTAGE OR ITS THIRD PARTY SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE VANTAGE SERVICES; (ii) THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER DATA, COMMUNICATIONS, OR PERSONALIZATION SETTINGS; (iii) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY

PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE VANTAGE SERVICES; (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (v) STATEMENTS OR CONDUCT OF ANYONE ON THE VANTAGE SERVICES; (vi) THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTY, EVEN IF THE THIRD PARTY HAS BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES; OR (vii) ANY OTHER MATTER RELATING TO THE VANTAGE SERVICES. YOU AGREE THAT YOU WILL NOT IN ANY WAY HOLD VANTAGE RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES (INCLUDING THIRD PARTY SERVICE PROVIDERS) IN CONNECTION WITH THE VANTAGE SERVICES.

Because some states prohibit the limitation of liability for consequential or incidental damages, in such states the limitation of liability only with respect to consequential or incidental damages may not apply to you, and the respective liability of Vantage and its Third Party Service Providers, employees, distributors and agents is limited to the greatest extent allowable under applicable law in those states.

In the event that a court or arbitration panel, as the case may be, should hold that the limitations of liabilities or remedies available as set forth in this Agreement, or any portions thereof, are unenforceable for any reason, or that any of your remedies under this Agreement fail, then you expressly agree that under no circumstances will the total, aggregate liability of Vantage and its Third Party Service Providers, employees, distributors, agents or affiliates, to you or any party claiming by or through you for any cause whatsoever, exceed \$100 (U.S.), regardless of the form of action and whether in contract, statute, tort or otherwise.

RESTRICTIONS ON USE

Except as otherwise permitted by Vantage, no materials from the Vantage Services, Website, or any site owned, operated, licensed or controlled by Vantage may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You may download material displayed on the Vantage Services for non-commercial, personal use. If you do so, you agree to retain all copyright and other proprietary notices contained on the materials. You may not use, distribute, modify, transmit, or post the content of the Vantage Services for public or commercial purposes, including any text, images, audio, or video without Vantage's written permission.

TRADEMARKS AND COPYRIGHTS

The Vantage Services are owned by Vantage or its affiliates or agents (including the Third Party Service Providers) and are protected by United States copyright laws and international treaty provisions. All content, trademarks, services marks, trade names, logos, and icons are proprietary to Vantage or its affiliates, licensors, or agents (including the Third Party Service Providers). Other third-party products and brand names may be trademarks or registered trademarks of their respective owners, and may not be affiliated with Vantage. Nothing contained in the Vantage Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Vantage Services without the written permission of Vantage or such third party that may own the trademarks displayed on the Vantage Services. Your use of the trademarks displayed on the Vantage Services, or any other content in the Vantage Services, except as provided herein, is strictly prohibited.

Images displayed through the Vantage Services are either the property of, or used with permission by, Vantage. You are prohibited from using or authorizing the use of these images unless specifically

permitted under the VOSA. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, or other regulations and statutes.

MODIFICATIONS, SUSPENSIONS AND TERMINATIONS OF VANTAGE SERVICES

Vantage reserves the right to modify or discontinue, temporarily or permanently, a Vantage Service (or any part thereof) with or without notice. You agree that Vantage will not be liable to you or to any third party for any modification, suspension or discontinuance of a Vantage Service. Please keep in mind that extended periods of inactivity may also result in your enrollment in a Vantage Service being canceled. The license granted under the VOSA will terminate if Vantage believes that any information provided by you, including your e-mail address, is no longer current or accurate, or if you fail to otherwise comply with any term or condition of the VOSA and all Rules and Guidelines for each Vantage Service. Upon such violation, you agree to terminate access to the Vantage Services.

GOVERNING LAW

The VOSA, and all future agreements you may enter into with Vantage, unless otherwise indicated on such other agreement, will be governed by the law of the state of Arizona, without regard to conflicts of law principles thereof. This is the case regardless of whether you reside or transact business with Vantage in Arizona or elsewhere. If any part of the VOSA is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

ARBITRATION; CLASS ACTION

Scope. I consent to the arbitration of any claim, controversy, dispute, or disagreement between me, the Account Owner, and Administrator (collectively the "Parties") arising out of or relating to the Account, the Account Application, this VOSA, an Electronic Instruction, or any Vantage Service (each a "Dispute") under the terms and provisions set forth herein (the "Procedures") and in accordance with the Federal Arbitration Act. The Procedures do not preclude Administrator from seeking a temporary restraining order, injunction, or other equitable relief in state court or federal court for the breach of any duty, obligation, covenant, representation, or warranty, the breach of which may cause irreparable harm or damage to Administrator. All Disputes must be commenced within one (1) year after they accrue.

These Procedures do not apply to claims, controversies, disputes, or disagreements between me, the Account Owner, and persons other than the Administrator that arise out of or relate to the Account and/or investments made by me by or through the Account. I warrant and represent that I will not join or seek to add Administrator as a party, whether designated as indispensable or otherwise, to any legal proceeding or civil action between me, the Account Owner, and persons other than the Administrator that arise out of or relate to the Account and/or investments made by me by or through the Account.

Waiver. I acknowledge and agree that all Disputes not commenced within one (1) year after they accrue are waived by the Parties. I will only assert Disputes in my individual capacity and will not, and waive all right to assert, claims against Administrator in a class action or representative action in any forum, and I understand I have no right or authority to claim any Dispute be arbitrated on a class action or representative action basis. BY SIGNING THIS AGREEMENT, I WAIVE ALL RIGHTS TO A JURY TRIAL AND ALL RIGHTS TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION.

Written Notice. If a Dispute occurs, then written notice of the Dispute must be delivered by the noticing Party (the "Claimant") to the other Party ("Respondent") by certified U.S. Mail, return receipt requested

(a "Dispute Notice"). The Dispute Notice must identify the facts and claims that comprise the Dispute and the Claimant's requested remedy. Upon delivery of the Dispute Notice, the Parties must engage in good faith efforts to resolve the Dispute. If the Parties cannot resolve the Dispute within thirty (30) days following the Dispute Notice (the "Negotiation Period"), then the Parties must proceed to arbitration as set forth below.

Arbitration. A Dispute not resolved by agreement of the Parties will be resolved by means of binding arbitration before a single arbitrator in accordance with the then existing Commercial Arbitration Rules of the American Arbitration Association, including the Rules for Emergency Measures of Protection, unless otherwise provided herein.

The Parties may mutually agree to appoint a qualified arbitrator. Unless otherwise agreed by the Parties, a qualified arbitrator is a retired federal or state court judge, or American Arbitration Association ("AAA") and/ or National Academy of Distinguished Neutrals ("NADN") neutral, located in Arizona with at least fifteen (15) years of working experience related to commercial legal disputes. If the Parties do not mutually select an arbitrator for appointment within fifteen (15) days of the expiration of the Negotiation Period, then the arbitrator of the Dispute will be selected and appointed as follows: The Claimant will nominate one arbitrator and notify the Respondent of Claimant's nomination within twenty (20) days of the expiration of the Negotiation Period; the Respondent will within fifteen (15) days of Claimant's delivery of notice of nomination nominate one arbitrator and notify Claimant of Respondent's nomination; and the two nominated arbitrators will then confer amongst themselves and mutually nominate and appoint a third arbitrator and notify the Parties of the same within fifteen (15) days of Respondent's delivery of notice to Claimant. Unless otherwise provided herein, the third arbitrator will serve as the sole arbitrator to hear and decide the Dispute identified under the Dispute Notice (the "Arbitrator"). If Claimant fails to nominate an arbitrator and deliver notice of its nomination to Respondent within twenty (20) days of the expiration of the Negotiation Period, then all claims asserted by Claimant under the Dispute Notice will be deemed waived. If Respondent fails to timely nominate an arbitrator and provide notice of the same to Claimant under the Procedures, then the arbitrator timely nominated by Claimant will be appointed and serve as the Arbitrator. If one or both Parties' nominated arbitrators fail to appoint and notice the appointment of a third arbitrator, then the Dispute will be submitted to the AAA by the Party that noticed the Dispute, and the AAA will select and appoint the Arbitrator under its applicable rules.

The arbitration must be held in the Phoenix, Arizona metropolitan area and, unless otherwise provided herein, the Dispute is governed by Arizona law. The arbitration proceedings and arbitration award must be maintained by the Parties as strictly confidential, except as otherwise required by court order or as is necessary to confirm, vacate, or enforce the arbitration award and for disclosure in confidence to the Parties' respective attorneys, tax advisors, and senior management and to immediate family members of a Party who is an individual.

The Arbitrator will require exchange of disclosure statements by the Parties that conform with Arizona Rule of Civil Procedure 26.1 within forty-five (45) days following the appointment of the Arbitrator. All discovery must be completed within one hundred-twenty (120) days following the appointment of the Arbitrator, unless the Arbitrator otherwise determines for good cause. Any dispute or objections regarding discovery or the relevance of evidence will be determined by the Arbitrator. The final decision of the Arbitrator must be reduced to writing, include findings of fact and conclusions of law, and identify the prevailing Party for an award of attorneys' fees and costs. The prevailing Party is entitled to an award of his/her/its reasonable attorneys' fees and costs. The decision of the Arbitrator is binding on the Parties

and not subject to appeal. Judgment upon the award(s) rendered by the Arbitrator may be entered and execution had in any court of competent jurisdiction and application may be made to such court(s) for a judicial acceptance of the award and an order of enforcement. The Arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages. The Arbitrator has no authority to consider a class action or representative action by one or more Parties or otherwise preside over any form of a class or representative proceeding. All privileges under state and federal law, including attorney-client and work-product privileges, will be preserved and protected to the same extent that such privileges would be protected in a federal court proceeding applying the state laws of Arizona.

Click "I agree" for Your Signature

As noted above in the Consent to Electronic Records section, by clicking "I agree" you will be signing this Agreement with a binding electronic signature, and you acknowledge that you have read and understood this Agreement's terms and conditions.