



**Hilltop Securities Inc. and/or Broker/Dealers for which it Clears**  
 Hilltop Securities Inc. - Member: NYSE/ FINRA/ SIPC

## ClientEXP Online Access and eDelivery Enrollment

Please use this form to request online access for your account(s) and/or to grant Non-Account Holder online account viewing access. You may also use this form to request that your transaction records (Account Documents) be sent via electronic delivery (eDelivery). Send the completed form by fax to (214) 859-6030 or by mail to Hilltop Securities Inc. / Attn: New Accounts / 1201 Elm Street, Suite 3500 / Dallas, TX 75270. **If you are the primary tax holder on the account, this form is not required and you may register for access online at <https://clientexp.hilltopsecurities.com>.**

### 1. Customer Information.

Full Name: \_\_\_\_\_ Email: \_\_\_\_\_

- Account Access- Establish new online access to accounts listed in Section 2.
- Link Account(s) listed in Section 2 to existing logon: \_\_\_\_\_ (All account holders of unrelated accounts must sign in Section 4.)
- Add eDelivery to new or existing logon for accounts listed in Section 2 below \_\_\_\_\_ (include your logon).

### 2. Accounts to Access. (This section must be completed.)

- The person above will have complete online access to the accounts listed below.
- If you elect to add eDelivery, please indicate which Account Documents you wish the logon owner to receive via eDelivery by checking the appropriate box. Hilltop Securities will cease sending the selected documents via U.S. Mail.
- Any designated Non-Account Holder will have View Only access to the accounts listed below.

**List Accounts for Online Access**

**Select for eDelivery**

Account #: _____	Primary SSN/Tax ID #: _____	<input type="checkbox"/> Statement	<input type="checkbox"/> Confirmation	<input type="checkbox"/> Tax Documents
Account #: _____	Primary SSN/Tax ID #: _____	<input type="checkbox"/> Statement	<input type="checkbox"/> Confirmation	<input type="checkbox"/> Tax Documents
Account #: _____	Primary SSN/Tax ID #: _____	<input type="checkbox"/> Statement	<input type="checkbox"/> Confirmation	<input type="checkbox"/> Tax Documents
Account #: _____	Primary SSN/Tax ID #: _____	<input type="checkbox"/> Statement	<input type="checkbox"/> Confirmation	<input type="checkbox"/> Tax Documents
Account #: _____	Primary SSN/Tax ID #: _____	<input type="checkbox"/> Statement	<input type="checkbox"/> Confirmation	<input type="checkbox"/> Tax Documents

### 3. Non-Account Holder Information. (For Viewing Unrelated Accounts Only)

Full Name of Non-Account Holder: \_\_\_\_\_ Email: \_\_\_\_\_

- Non-Account Holder's Relationship to Primary Account Holder(s)** (Check One):
- |                                     |  |                                    |  |  |                                  |
|-------------------------------------|--|------------------------------------|--|--|----------------------------------|
| <input type="checkbox"/> Accountant | <input type="checkbox"/> Spouse/Other Relative | <input type="checkbox"/> Attorney  | <input type="checkbox"/> Other _____       | <input type="checkbox"/> Employee/Employer | <input type="checkbox"/> Partner |
| <input type="checkbox"/> Executor   | <input type="checkbox"/> Trustee               | <input type="checkbox"/> Custodian | <input type="checkbox"/> Power of Attorney | <input type="checkbox"/> Beneficiary       |                                  |

**Non-Account Holder information and relationship to the Account Holder is required. Requests with missing information will not be accepted.**

### 4. Agreement. (Please read and sign.)

I hereby agree to the ClientEXP Terms and Conditions, Online Usage Agreement and the eDelivery Agreement, if applicable, either provided to me or accessed by me on the ClientEXP website at <https://clientexp.hilltopsecurities.com>. My use of the ClientEXP website constitutes my agreement to all such terms, conditions, agreements and notices. Hilltop Securities Inc. may at any time change or modify the terms and conditions applicable to my use of the ClientEXP website, or to any aspect or feature of the ClientEXP website itself. I hereby give my consent for Hilltop Securities Inc. to send the Account Documents I have selected for the accounts I have listed by eDelivery in accordance with the eDelivery Agreement. This consent to receive account information by eDelivery will remain effective until revoked by me in writing delivered to Hilltop Securities Inc. / Attn: New Accounts / 1201 Elm Street, Suite 3500 / Dallas, TX 75270. I understand that Hilltop Securities Inc. may elect to return to sending Account Documents via U.S. Mail at any time without providing notice to me of such change, and I agree to promptly inform Hilltop Securities Inc. in writing of any change in my mailing address. I also agree to revoke any Non-Account Holder access. All of the undersigned grant complete online access to the accounts listed herein to the person named in Section 1 and consent to the Account Holder(s) granting view only access to any designated Non-Account Holder.

For the Non-Account Holder listed above in Section 3: I hereby request Hilltop Securities Inc. to establish a ClientEXP logon ID ("logon") for a Non-Account Holder and grant View Only online access to the accounts listed in Section 2 above which includes access to account holdings, account activity, online statements, confirmations and other documents of which I am the Account Holder. I acknowledge that granting View Only online access to a Non-Account Holder gives this individual access to my personal and confidential information. I acknowledge and agree that it is my sole responsibility to promptly notify Hilltop Securities Inc. in writing of any change in the Non -Account holder information provided in section 3 or to revoke Non-Account Holder Access.

Account Holder's Printed Name \_\_\_\_\_  
**X** \_\_\_\_\_  
 Account Holder's Signature Date

Account Holder's Printed Name \_\_\_\_\_  
**X** \_\_\_\_\_  
 Account Holder's Signature Date

_____	<b>X</b>	_____
<b>Broker/Dealer Principal's Printed Name</b>		<b>Broker/Dealer Principal's Signature</b>
		_____
		<b>Date</b>

**Note: Please return this page only. Do not send the agreement document.**

## ClientEXP Terms and Conditions

This website is offered to you, the user, conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your use of this website constitutes your agreement to all such terms, conditions and notices. Hilltop Securities Inc. (“HTS”) may at any time change or modify the terms and conditions applicable to your use of this website, or to any aspect or feature of the website itself.

The information provided in this website is intended for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, products or services obtained from this website.

Neither HTS, its affiliates, information providers nor content providers shall have any liability to you or third parties for the accuracy, completeness, timeliness or correct sequencing of information available on this website, or for any decision made or action taken by you in reliance upon such information, or for the delay or interruption of such information.

You should always consult your Financial Advisor or other authorized representative to establish actual stock prices before making any stock trades or other financial decisions. HTS, its affiliates, information providers and content providers shall have no liability for investment decisions or other actions taken or made by you based on the information provided on this website.

The information available on this website is provided on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose, title or non-infringement. In no event will HTS, its affiliates, information providers or content providers be liable to you or any third party for any direct, indirect, consequential, incidental, punitive or special damages including but not limited to lost profits arising out of or in any way connected with the use of this website, or with the delay or inability to use this website, or for any information, products or services obtained through this website, whether based in contract, tort, strict liability, or otherwise, even if HTS, its affiliates, information providers or content providers have been advised of the possibilities of damages.

In compliance with NASD Rule 2340, which requires us to provide valuations and disclosures relating to direct participation program (DPP) and real estate investment

1/20/2016

trust (REIT) securities on customer statements, we have chosen to provide an estimated value for each security from one of the following sources: 1) annual report 2) outside service or 3) other source. These estimated values have been developed from data that is as of a date no more than 18 months prior to the date of this statement. Further, please note that DPP or REIT securities are generally illiquid, and that the estimated value may not be realized when the investor seeks to liquidate the security.

Some states do not allow certain limitations on implied warranties, or the exclusion or limitation of incidental, consequential or other damages, so that these disclaimers and limitations may not apply to you.

The information provided is intended for U.S. residents only.

**Your Assets held outside Hilltop Securities Inc. (Outside Holdings)** - You may purchase certain assets through HTS which will be held at a custodial institution other than HTS (“Outside Holdings”). Balances for your Outside Holdings are provided for your convenience and to give you an overall view of your investments through HTS. Information provided to you in the Outside Holdings section of your customer statement has been included on a best efforts basis. HTS does not guarantee the accuracy of the information with respect to the value of the investments as reflected on your statement. The value shown represents an estimated value of the assets provided by sources other than HTS. Outside Holdings are not covered by SIPC protection. The Outside Holdings custodial institution is responsible for providing year-end tax reporting (1099’s), and will also provide separate periodic statements, which may vary from our information due to different reporting periods. Please review this information to ensure that the displayed information is relevant to this particular customer account. If you believe any information requires updating or correction or you wish to “opt out” of having any information displayed, please contact your Financial Advisor.

### ClientEXP Online Usage Agreement

For purposes of this Online Usage Agreement, “you” refers to the owner (or in the case of a joint account, co-owners) of an account or account(s) with HTS and/or Broker/Dealers for which it clears (“Correspondent”). HTS, and “we,” “us” and “ours” refers to HTS and Correspondent and each of them. Upon authorization by Correspondent and/or HTS, you may be authorized to access a website (the “Site”) to view information concerning your account and/or to conduct online trading and other activities with respect to your account(s). The services provided to you by HTS hereunder are referred to as the “Services,” and the ClientEXP software, and any other software provided to or accessed by you for the purpose of conducting online trading and other activities with respect to your account(s), is referred to as the “Software.” In consideration of HTS authorizing you to use the Site and the Services, you hereby agree to the terms and conditions set forth in this Agreement.

### **1. Account Holder.**

You certify that you have previously established account(s) with us, and have signed and entered into Account Agreement(s) (Customer Agreement, Joint Account Agreement, Margin and Short Account Customer Agreement and /or Customer Option Agreement) with us, and that the terms of such agreement(s) are incorporated herein, including but not limited to provisions relating to arbitration and limitations of liability.

### **2. Use of Software.**

Your use of the Software is strictly limited to personal use, provided that your use of the Software is (1) used on only one electronic device at any one time, (2) used by only one user at any one time, and (3) used only for the purpose of viewing account information, and if authorized, conducting online trading and other activities with respect to your account(s) with us. You agree that you shall immediately cease to use the Software in the event that your account(s) are closed, your authorization to use the Software and access the Site is terminated for any reason, or you are requested by us to cease use of the Software. If any of these events occur, you agree to immediately delete all copies of the Software from the electronic device on which it has been installed, and to destroy or return to HTS all copies of the Software in your possession, if any.

The contents of the Site and the Software are protected under U.S. copyright laws. You may not modify, rent, lease, loan, sell, distribute, or create derivative works, based in whole or in part on the Site or the Software. All other use or copying of the Software or is strictly prohibited. You acknowledge that the Software contains trade secrets of certain persons (the "Software Originators"). You agree to take all reasonable steps to protect the Software from disclosure. You may not modify, translate, reverse engineer, reverse compile, disassemble or make derivative works from the Software.

### **3. Financial Information.**

Financial and other information ("Information") displayed on the Site and through use of the Software (including but not limited to market data and messages disseminated by or to any party) is provided by participating securities exchanges, other third parties and, in certain limited instances, by HTS or its affiliates (together, the "Information Providers"). You acknowledge that the Information is the property of the Information Providers and is protected by copyright or contractual restrictions on its use, or both. You agree not to reproduce, retransmit, disseminate, sell, distribute, publish,

broadcast, circulate or commercially exploit the Information in any manner without the express written consent of HTS and the Information Providers. Notwithstanding the foregoing, and provided that such does not conflict with your contractual obligations to the Information Providers, you may make single copies of Information displayed through your use of the Software and access to the Site, so long as the copies retain the copyright or other notices contained on or associated therewith, and so long as such copies are only for your own personal, non-commercial use.

### **4. Disclaimers of Warranty; Limitations on Liability.**

NEITHER HTS, THE SOFTWARE ORIGINATORS NOR THE INFORMATION PROVIDERS GUARANTEES THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, CONTENT OR CORRECT SEQUENCING OF THE INFORMATION. YOU ACKNOWLEDGE THAT THERE MAY BE DELAYS, OMISSIONS, ERRORS OR INACCURACIES IN THE PROVISION OF THE INFORMATION, AND THAT NEITHER HTS, THE SOFTWARE ORIGINATORS NOR ANY INFORMATION PROVIDER WARRANTS THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT HTS, THE SOFTWARE ORIGINATORS AND THE INFORMATION PROVIDERS SHALL NOT HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE FOR THE ACCURACY, COMPLETENESS, TIMELINESS, RELIABILITY, CONTENT OR CORRECT SEQUENCING OF THE INFORMATION OR FOR ACTIONS TAKEN OR DECISIONS MADE BY YOU IN RELIANCE UPON THE INFORMATION OR FOR ANY INTERRUPTION OF ANY DATA, INFORMATION OR ACCESS TO THE SOFTWARE, THE SITE OR THE SERVICES. SHOULD ANY INFORMATION PROVE INCORRECT OR DEFECTIVE, YOU (AND NOT HTS, ITS AFFILIATES, THE SOFTWARE ORIGINATORS OR THE INFORMATION PROVIDERS) ASSUME THE ENTIRE RESPONSIBILITY FOR ITS USE. NEITHER HTS, THE SOFTWARE ORIGINATORS NOR ANY INFORMATION PROVIDER SHALL BE LIABLE, AND YOU AGREE TO INDEMNIFY AND HOLD HARMLESS HTS AND THE INFORMATION PROVIDERS FOR: (1) ANY INACCURACY, ERROR OR DELAY IN, OR OMISSION OF INFORMATION OR THE TRANSMISSION, DELIVERY OR CONTENT OF INFORMATION, OR (2) ANY LOSSES OR DAMAGES OCCURRING FROM OR OCCASIONED BY ANY SUCH INACCURACY, ERROR OR DELAY OR OMISSION, (3) NON-PERFORMANCE OR (4) INTERRUPTION IN ANY INFORMATION, DUE EITHER TO ANY ACT OR OMISSION (NEGLIGENT OR OTHERWISE) BY HTS, THE SOFTWARE ORIGINATORS OR AN INFORMATION PROVIDER OR TO ANY "FORCE MAJUERE" (E.G. FLOOD, EXTRAORDINARY WEATHER CONDITION, EARTHQUAKE OR OTHER ACT OF GOD, FIRE, WAR, INSURRECTION, RIOT, LABOR DISPUTE, ACCIDENT, ACTION OF GOVERNMENT, OR FAILURE OR MALFUNCTION OF COMMUNICATIONS,

POWER, EQUIPMENT OR SOFTWARE) OR ANY OTHER CAUSE BEYOND THE REASONABLE CONTROL OF HTS, THE SOFTWARE ORIGINATORS OR AN INFORMATION PROVIDER.

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SOFTWARE, THE SITE AND THE SERVICES IS AT YOUR SOLE RISK. THE SOFTWARE, THE INFORMATION AND ALL ASPECTS OF THE SERVICE (INCLUDING BUT NOT LIMITED TO ORDER EXECUTION) ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY HTS OR ANY OF ITS EMPLOYEES OR AGENTS, OR ANY INFORMATION PROVIDERS SHALL CREATE A WARRANTY; NOR SHALL YOU RELY ON ANY SUCH INFORMATION OR ADVICE.

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE, SHALL HTS, THE SOFTWARE ORIGINATORS OR THE INFORMATION PROVIDERS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TRADING LOSSES, AND DAMAGES THAT RESULT FROM INCONVENIENCE, DELAY OR LOSS OF THE USE OF THE SOFTWARE, THE SITE OR THE SERVICES) EVEN IF HTS, THE SOFTWARE ORIGINATORS OR THE INFORMATION PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN ANY AND ALL EVENTS, YOU AGREE THAT THE LIABILITY OF HTS, THE SOFTWARE ORIGINATORS AND THE INFORMATION PROVIDERS ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT, OR OTHERWISE) IN ANY WAY CONNECTED WITH THE SOFTWARE AND DOCUMENTATION, THE SITE AND/OR THE SERVICES WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE AMOUNT, IF ANY, YOU ORIGINALLY PAID FOR THE SOFTWARE AND ACCESS TO THE SITE.

SOME STATES DO NOT PERMIT LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THAT THESE DISCLAIMERS AND LIMITATION MAY NOT APPLY TO YOU.

#### **5. Responsibility for Logon and Password.**

You acknowledge that you are the sole and exclusive owner and the only authorized user of any logon and password (such as Username, login password and/or trading password) you have or may receive during the course of this Agreement which

provides access to your account. You accept sole responsibility for the confidentiality, protection and use of such logon and password as well as for all orders and information changes (such as address changes) entered into your account(s) using your password(s). You acknowledge and agree that you will be solely responsible for all third party access to your account(s) which you authorize, orders, information changes and other transactions entered into the Service using your password(s) or by any third party authorized by you, and that HTS will deem all orders and transactions so received to have been received from you.

#### **6. Responsibility for Monitoring Account.**

You accept full responsibility for monitoring your account. You agree, as a condition to your use of the Software, the Site and the Service, that you will immediately notify HTS if (a) an order has been placed through the Service and you have not received an order number or an accurate acknowledgement of the order or of its execution (whether through mail, electronically or verbally) (b) you have received acknowledgment, (whether through mail, electronically or verbally) of an execution for an order which you or your authorized third party did not place, or any inaccurate or conflicting report concerning your account balances, securities positions or transaction history; (c) you have not received an accurate written confirmation of an order or its execution within five (5) business days after transmitting the order through the Service; or (d) you become aware of any loss, theft or unauthorized use of your logon and password and/or account number.

#### **7. Orders.**

You acknowledge and agree that not all trades will be executed concurrently with the orders placed. **You acknowledge and agree that you will receive the price at which your order executes in the marketplace, which may be different from the price at which the security is trading when you enter your order**

#### **8. General.**

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement. You agree that HTS may modify or alter the Software, the Site or the Services at any time, in whole or in part, without notice. You further agree that HTS may modify the terms and conditions of this Agreement at any time upon providing notice to you via mail, electronic communication or publication on the Site. Except as specifically provided herein, no provision of this Agreement can be, nor be deemed to be, waived, altered, modified or amended unless agreed to in writing by an authorized officer of HTS. This Agreement, together with all other written agreements between you and HTS related to your account(s) and terms contained on statements and confirmations sent to you,

contains the entire understanding and agreement between you and HTS concerning the subject matter of this Agreement. The heading of each provision of this Agreement is for descriptive purposes only, and shall not be deemed to modify or qualify any of the rights or obligations set forth in such provision. This Agreement shall be construed in accordance with the substantive laws of the State of Texas, without reference to the choice of law provisions thereof.

### **Electronic Delivery Agreement**

HTS, a Member Firm of the New York Stock Exchange (“NYSE”), the Financial Industry Regulatory Authority (“FINRA”), and the Securities Investor Protection Corporation (“SIPC”), is a full-service brokerage firm providing customers with execution services on all major exchanges and access to all major markets.

Electronic Delivery (“eDelivery”) can offer significant advantages in terms of speed and convenience. Your consent to receive any paperless documents will be effective for all transactions and security holdings in the specified account(s) on an ongoing basis, unless you cancel or modify your enrollments or are otherwise notified by HTS.

This eDelivery Agreement (“Agreement”) describes the terms and conditions of your enrollment in and use of a website based service providing eDelivery of documents (the “Service”) for your accounts as described in the Agreement. This Agreement is an amendment to the HTS Customer Information Brochure, Customer Account Agreement, Online Account Agreement and Electronic Delivery Agreement. Unless specifically stated, all terms of the Customer Information Brochure are still binding and valid.

HTS and applicable affiliates (“Firm,” “we,” “us,” “our”) through ClientEXP shall arrange through this Agreement for you, other account owners, your or their authorized representatives (“you,” “your” or “Owners”) of accounts designated by you (“Designated Accounts”) in the online enrollment process or paper enrollment and consent form(s) (collectively “Consent Form”), and other third parties authorized by you to use the Service.

By your acceptance of this Agreement, you indicate your authorization and your informed and affirmative consent to the email or other electronic notice (“eDelivery Notice”) of the availability for your electronic access to review and download account statements, certain offering communications, confirmations, prospectus, shareholder information, proxy materials, account records, legal notices, certain Internal Revenue Service (“IRS”) forms, correspondence, other communications, information and account documents related to your account or account activity or your business

relationship with us regarding your Designated Accounts (“Transaction Records”), through an HTS or another party website (“Website”), as described herein.

#### **1. Consent to the Service**

By executing this Agreement, you represent and warrant that you are an owner or legal representative authorized to enter into this Agreement for the Designated Accounts. HTS may, in its sole discretion, accept or deny applications for the Service. In the event that HTS implements a system for electronic signature, you may or may not be allowed to consent to the terms and conditions of this Agreement electronically (“Online Consent”).

#### **2. Your Records will be posted on the Internet**

In the event that HTS accepts and processes your completed and properly executed Consent Form, the Transaction Records selected for your Designated Accounts will be electronically posted on a website either accessible through the Internet at ClientEXP or other Internet location as HTS may advise or for shareholder communications (described herein) through a Third Party Website disclosed in the eDelivery Notice. You represent and warrant that you have and will continue to maintain access to the website in a manner that gives you continuous ability to access, review, download, retain, act upon, and print your Transaction Records. Maintaining such access to the website is solely your responsibility.

#### **3. You will receive eDelivery Notice that your Transaction Records have been posted**

a.) The notice advising you that Transaction Records have been posted to the website will be an eDelivery Notice sent to your current email address used for the Service as described herein. Your current email address used for the Service will be the most recent email address designated by you on ClientEXP and associated with your logon, user name, password or other security code(s) on the website and accepted by us for use through several authorized channels, including but not limited to your registration or other updates on the website, and/or your most recent Consent Form (“Designated Email”). You understand and agree that only one Designated Email will be used per ClientEXP logon for eDelivery. The Designated Email used for the Transaction Records for all Owners will be the last Designated Email entered by any one Owner and accepted by us immediately prior to the time when the Designated Email is processed by us for use in the Service.

b.) If you have previously enrolled in the Service for other Transaction Records, any update or change to the Designated Email will become the new Designated Email for all eDelivery Notices and all other email communications to you for your Transaction Records, as well as any other ClientEXP service(s) or electronic communication between us and you unless you are otherwise advised by HTS.

c.) You understand and agree that this eDelivery Notice will be the only notice you will receive and that no other notice will be sent. Any and all eDelivery Notices or other notice described herein delivered by HTS or its service provider to the Designated Email or to you by mail, facsimile, messenger, or otherwise, will constitute sufficient delivery and notice to you and all other owners; effective delivery to you of information contained in your Transaction Records whether or not you access or review the eDelivery Notice, website, applicable email or specific Transaction Record; and shall be deemed to have been delivered to you personally, whether actually received or not. You represent and warrant that you have and will continue to maintain the continuous ability to receive and access all eDelivery Notices sent to you at the Designated Email. Keeping the Designated Email current and activated is solely your responsibility. You understand and agree that all electronically delivered documents, notices, statements, confirms records, and all other communications through this Service may be electronically available through the website for only a limited period as required under applicable law, rule or regulation. This limitation may also apply to tax reporting documents.

#### **4. Transaction Records Selected for the Service**

##### **a.) “Statements, Notices and Other Information” - Client Account Statements, some Legal Notices and Other Information**

If you select a specific Transaction Record, you consent to eDelivery through the Service of all periodic account statements for the Designated Account (“Statement” or “Account Statements”) and some notices, legal and otherwise, and other information that would appear on or be included with paper copies of such Account Statements. You also consent to eDelivery of notices, legal and otherwise, and other information required or permitted to be delivered to you in connection with your Account Statements or your relationship with HTS, its affiliates, subsidiaries or Correspondents that can be delivered by HTS as deemed appropriate by HTS through the Service in electronic form (“Notices and Other Information”). Notice and Other Information potentially includes but is not limited to Individual Retirement Account (“IRA”) and Employee Retirement Income Security Act (“ERISA”) notices, amendments and plan documents, account opening, verification, or maintenance notices and information requests. If an electronic version of an Account Statement, Notice and Other Information is not available or not delivered electronically, you may receive a printed non-electronic copy by mail or otherwise and an eDelivery Notice may not be made.

##### **b.) “Confirmations” - Trade Confirmations**

If you select a specific Transaction Record, you consent to eDelivery through the Service of trade confirmations for transactions in the Designated Account (“Confirmation” or “Trade Confirmations”). By selecting eDelivery of Trade

Confirmations, you also consent to eDelivery through the Service of certain Notices and Other Information required under applicable law to be sent in connection with the transactions described on Trade Confirmations that can be electronically delivered through the Service. As for all Transaction Records, this consent is a “global” and “universal” consent, which means that it extends to the eDelivery of an unlimited number of Confirmations, Notices and Other Information for an unlimited number of issuers. If an electronic version of a Trade Confirmation or Notice is not delivered electronically, you may receive a printed non-electronic Trade Confirmation and related Notice and Other Information by mail or otherwise and an eDelivery Notice may not be made.

##### **c.) “Tax Documents” – IRS Forms 1099, 5498, Schedule K-1s and Other Tax Reporting Documents**

If you select eDelivery service for Tax Documents, you consent to eDelivery through the Service of tax information reported on IRS forms for your Designated Account including but not limited to: a.) tax information reported on IRS Forms 1099-INT, 1099-DIV, 1099-OID, 1099-MISC, 1099-B, 1099-C and certain tax information on Forms 1099-R and 5498 as permitted by applicable law, rule or regulation; b.) corrections to tax information on such IRS forms if any as made available through the Service by HTS; c.) tax information on IRS Forms 1099-SA, 5498-SA, 1042-S and other forms and certain tax information on Forms 1099-R and 5498 (other than that noted above) when and if such forms and information reported thereon are permitted to be delivered under applicable law, rule or regulation and are made available through the Service by HTS at its sole discretion; and d.) related information and material as determined applicable or necessary by HTS (“Form 1099” or “IRS Form 1099”). If an electronic version of a IRS Form 1099 and/or other tax reporting document is not available or delivered electronically, you may receive a printed non-electronic version of these documents by mail or otherwise and an eDelivery Notice may not be made.

##### **Form 1099 - Additional Important Information**

You agree that upon eDelivery of a Form 1099 exclusively through the Service, you are solely responsible to print your Form 1099 and attach it to your Federal, State, or local income tax return if required under applicable law, rule or regulation or as advised by your tax adviser. Please see Section 20. **“IRS Circular 230 Disclosure”** below for more information. You understand and agree that the Form 1099 may be electronically available on the website for only a limited period as required under applicable law, rule or regulation. In some cases, electronic availability could be only a limited number of days depending in part upon when you choose to access your Form 1099. After such period has expired, you may be required to obtain paper copies of the Transaction Record through your Financial Advisor.

**d.) “Proxy Material and Shareholder Information” - Proxy Material and Issuer's Shareholder Communications**

If you select this Transaction Record, you consent to eDelivery through the Service of all documents, records, proxy solicitation and voting materials including but not limited to proxy statements, proxy cards, requests for voting instructions, consent or authorization forms and similar items (“Proxy Material”) and other shareholder communications such as quarterly, semi-annual and annual reports, newsletters and similar items (“Shareholder Information”). Such Proxy Material or Shareholder Information (collectively “Shareholder Communication”) may be posted by a third party service provider on its Internet website or other Internet location (“Third-Party Website”) for you to access, view, act upon if applicable, download and print. Please see the “**Links to Other Websites**” section for disclosures regarding third party information. An Electronic Delivery Notice containing a link to an Internet location or Uniform Resource Locator (“URL”) of the Third-Party Website may be sent when Shareholder Communication material for securities in your Designated Accounts has been electronically posted by the Third-Party Website and is available to you through the Service. To receive an E-Delivery Notice for a particular Shareholder Communication you must have a security position in your Designated Account as of the record date for such Shareholder Communication. The Shareholder Communication may be electronically available on the Third-Party Website for only a minimum period required under applicable law, regulation or industry practice, which in some cases could be a limited number of days depending in part upon when you choose to access your Shareholder Communication. After such period has expired, you may be required to obtain paper copies of the Shareholder Communication through your Financial Advisor.

**e.) “Prospectus” - Prospectus and other Offering Documents**

If you select this Transaction Record, you consent to eDelivery through the Service of certain Prospectus and other offering documents (collectively “Prospectus”). Such Prospectus may be posted by the Third Party Website for you to access, view and act upon if applicable, download and print. Please see the “**Links to Other Websites**” section for disclosures regarding third party information. An Electronic Delivery Notice containing a link to an Internet location or Uniform Resource Locator (“URL”) of the Third-Party Website may be sent when Prospectus that are required to be delivered to you have been electronically posted on the Third-Party Website and are available to you through the Service. Prospectus are typically made available on or around the date of purchase of initial public offerings, mutual funds, registered investments, and other investments with which offering documents are required to be provided. The Prospectus may be electronically available on the Third-Party Website for only a minimum period required under applicable law, regulation or industry

practice, which in some cases could be a limited number of days depending in part upon when you choose to access your Prospectus. After such period has expired, you may be required to obtain paper copies of the Prospectus through your Financial Advisor.

**f.) “Quarterly Reviews” - Periodic Reports for Certain Separately Managed Accounts and other Accounts**

If you select this Transaction Record, you consent to eDelivery through the Service of such quarterly or other periodic reviews, summaries, reports or information and related materials produced for your Designated Account as part of an investment management, consulting, evaluation, or monitoring service or program or such other relationship (“Quarterly Reviews”). Selection and delivery of such Quarterly Reviews through the Service or otherwise may not be available for some or all of your accounts or relationships. HTS in its sole discretion may choose when and if to make this Transaction Record available for your selection or delivery through the Service for your Designated Account.

**5. Global Consent**

As for all Transaction Records, this consent is a “global” and “universal” consent, which means that it extends to the eDelivery of an unlimited number of Transaction Records. If an electronic version of a Transaction Record is not available or delivered, you may receive a printed non-electronic Transaction Record by mail or otherwise and an eDelivery Notice may not be made.

**6. Using this Service stops delivery of paper Transaction Records**

By using this Service, you terminate delivery of paper copies of those Transaction Records you agree to receive via eDelivery for your Designated Account. Also, you cannot limit the type of Transaction Record selected for the Service, for example if you select Proxy Material and Shareholder Communications as a Transaction Record for delivery through the Service then all Proxies and Shareholder Communications for all securities and other applicable positions in your Designated Account that are available for eDelivery through the Service will be included in the Service. Specific Transaction Records not selected for eDelivery will continue be delivered in paper form.

**7. Some Transaction Records may continue to be delivered in paper form**

You understand and agree that even though you have requested and consented to eDelivery of selected Transaction Records through the Service, HTS at its discretion may continue to deliver such Transaction Records in paper form to your last mailing address of record including but not limited to (i) Trade Confirmations, related to your

purchase of equities, bonds or mutual funds, (ii) Account Statements, Form 1099, Quarterly Reviews, or Notices and Other Information, (iii) Proxy Material, and Issuers' Shareholder Communications, (iv) Prospectus, and Other Offering Documents. If an electronic version of a Transaction Record is not available or delivered through the Service, you may receive a printed non-electronic copy by mail or otherwise and an eDelivery Notice may not be made. Such paper copies will constitute your record of such information. For example, HTS at its discretion may choose not to send an eDelivery Notice of a Trade Confirmation(s) for your Designated Account and instead deliver the Trade Confirmation(s), as applicable, to you in paper form through the mail or otherwise.

#### **8. Electronic access to consolidated records for multiple accounts**

For other Owners in the household to receive selected Transaction Records for their Designated Accounts exclusively in electronic form and terminate delivery of paper copies, such Owners or their authorized representatives can execute and submit a completed Consent Form subject to our acceptance and approval. Upon receipt and acceptance of a properly completed and executed Consent Form, selected Transaction Records for Designated Accounts within the household will be electronically delivered through the Service and paper copies will no longer be sent unless HTS, at its discretion, continues to deliver such Transaction Records.

#### **9. You may revoke consent or the Service may be terminated at any time**

Any account Owner or authorized person may revoke this authorization and consent to the Service for the owner's own Designated Accounts ("Revocation") at any time for any or all Transaction Records by un-enrolling on ClientEXP. In addition, HTS may terminate the Service at its own discretion.

#### **10. You may receive a paper copy of a Transaction Record at any time without Revocation**

HTS will send a paper copy of your Transaction Record previously delivered through the Service at your request. A fee may apply for any additional paper copies of Transaction Records. Paper copies of Transaction Records can be requested by contacting your Financial Advisor. A request for a paper copy does not cause Revocation of the Service. A paper copy of Transaction Records can be obtained until the copy is no longer required to be maintained as a record for the Designated Account under applicable law, rule or regulation.

#### **11. Appropriate computer equipment and software are required for the Service**

You understand and represent that you have or have access to personal computer capability that supports at your cost the Service's requirement to receive and view eDelivery Notices and Transaction Records in HTML or PDF form, high-level

browser encryption, PDF file access, Internet and email access. You understand and agree that you must have access to and maintain a valid email address as the Designated Email and a computer with the ability to download PDF files using Adobe Acrobat Reader or other programs as HTS may advise. Although by accessing this form electronically you demonstrate that you have access to or use of Adobe Acrobat Reader, if you require an Adobe Acrobat Reader plug-in or require an upgrade, you can access it at [www.adobe.com](http://www.adobe.com). If you selected your Form 1099 as a Transaction Record to be delivered through the Service you further represent and warrant that you have and will continue to maintain access to the website in a manner that gives you continuous ability to access, review, download, act upon, print and retain your Form 1099. You understand and agree that the Form 1099 may be required to be printed and attached to a Federal, State, or local income tax return and that you may require additional hardware such as a printer, appropriate printer paper, ink, cables and connections as well as accompanying software and compatible computer programs that facilitate printing of your Form 1099 for your records and attachment to your tax return.

You agree that should the method of eDelivery change to require additional hardware, software, upgrades, plug-ins, security or other features that the system used by you will be upgraded to the required standards, software, applications or other feature(s). For Designated Accounts accessing Form 1099 through the Service, a notice made electronically through the Service or in writing may be sent to you prior to a material change in required hardware or software describing the revised requirements. A new Consent Form or confirmation of consent may be required from you to continue to receive the Form 1099 through the revised electronic format.

#### **12. You may incur additional costs for using the Service**

You understand and agree that accessing Transaction Records through the website and receiving eDelivery Notices by email or other electronic means may incur certain costs associated with email, electronic access, downloading, online time and subscription costs associated with Internet service providers and telecommunications providers, paper and printing costs, and equipment or software upgrades if necessary. You agree that you will and are able to meet all such costs and expenses for the Service.

#### **13. Internet services, communications, and confidential information may be subject to certain risks, disruption or third party policies**

You understand that certain risks are associated with the transmission of confidential Transaction Records, eDelivery Notices, and Notices and Other Information through the Internet include but are not limited to unauthorized access, systems outages, delays, and disruptions in telecommunications services and the Internet. HTS cannot guarantee the uninterrupted operation of ClientEXP. Email is not private or secure.



The eDelivery Notice sent to you by email is an unencrypted, automatic alert. Although such eDelivery Notice is not intended to contain non-public personal information (“NPPI”), it may contain in its design part or all of your name or any other identifier that could be seen or intercepted by others. You understand and agree that you will not respond to the eDelivery Notice by return email, or use it to request information, service, paper copies or other items or to revoke consent. HTS will not be responsible to act upon requests made in that manner. By using this Service to access Shareholder Communications through the Issuer’s website you acknowledge and agree that you are leaving HTS’s website and may be subject to different and less protective privacy, confidentiality and data use policies, practices and notices applicable to users of the Third-Party Website through which you access Shareholder Communications and others to which you may link through the Service. HTS is not responsible or liable to you or others for any confidentiality, privacy, security or other policies, practices, conditions, content or activity of such website or location.

#### **14. Links to other Websites**

When you link through the Service to a service provider’s, issuer’s or other third party’s website, internet location or other source of information, you acknowledge and agree that you are leaving HTS’s website and may be subject to terms and conditions, policies and practices applicable to users of such Third-Party Website. Such links do not constitute an endorsement, recommendation or guarantee of such websites, locations or information and HTS is not responsible or liable to you or others for any policy, practice, condition, content or activity or your use or reliance on the contents, information, security, product, service, action, advice, materials or links found at such websites or locations, and cannot guarantee the accuracy or availability of these outside websites.

#### **15. Notification of Rejected Electronic Delivery Notices and Revocation of Service**

- a.) If we attempt to send an eDelivery Notice to the Designated Email and receive a report from an email service provider or other source that the email is undeliverable (“Rejected Email report”), we will send a notice to the mailing address of record for the Designated Account or deliver such notice to an Owner of such account within 72 hours after the Rejected Email report that eDelivery documents have been posted to the website.
- b.) If after 180 calendar days from the date of the first Rejected Email report, we continue to receive Rejected Email reports for the Designated Email, the Service will be terminated for all owners and Designated Accounts attached to that Designated Email .
- c.) HTS may choose to revoke any or all of the services mentioned herein, at any time, without notice.

#### **16. You must maintain a Designated Email, Internet access, and review all Transaction Records**

You must immediately advise us through your Financial Advisor of all changes or updates to the Designated Email if not entered on a revised Consent Form or through your Financial Advisor, HTS or ClientEXP and accepted by us for the Service or if it becomes inoperative or inactive. You agree to immediately identify another Designated Email to be used for the Service. For Form 1099 and other Transaction Records, your Designated Email may be changed or updated for the Service by updating your Designated Email on the ClientEXP website. All owners agree to access and review their own Transaction Records for their own Designated Accounts upon receipt of an eDelivery Notice. It is each owner's sole responsibility whether the content of such eDelivery Notice is delivered by mail, electronic mail or other electronic means to access and review their own Transaction Records. All terms in the Transaction Records for the Designated Accounts are binding on each owner of the Designated Account just as if they were delivered in paper form. Although Transaction Records may be available electronically for a finite period of time, you understand and agree that the Transaction Records are delivered in a manner to allow you immediate access to download and print the Transaction Records. You understand that you and other owners should download and print Transaction Records so that you may access or maintain them in your personal records or in the event that the website becomes temporarily or otherwise unavailable. All Transaction Records sent through the Service whether by mail, electronic mail, facsimile, messenger or otherwise shall be deemed to have been delivered to you and every other owner personally, whether actually received or not.

#### **17. This Agreement amends and is in addition to all other Agreements with HTS**

This Agreement constitutes an agreement by you to use the Service as described herein and may be modified or amended by HTS upon notice to you either in writing, by posting to the website, or by eDelivery Notice. Your continued use of the Service after such notification of change shall be understood as your agreement to be bound by all such changes. This Agreement is in addition to and part of the terms and conditions of the agreement governing your use of ClientEXP and is in addition to all other terms and conditions in agreements governing your accounts and relationship with us, and constitute an amendment of those agreements specifically where sections relate to delivery of selected Transaction Records for Designated Accounts. This Agreement supersedes all previous Consent Forms executed or otherwise agreed to by you concerning the Service or your Transaction Record.

## **18. Rules of Construction**

You understand that in this Agreement, words in the singular number may include the plural; words in the plural number may include the singular.

## **19. Ability to Access Adobe Acrobat Reader®**

If you elect to enroll in eDelivery, you affirmatively consent to electronic delivery through the Service of Transaction Records in the electronic form and manner of access and delivery described in your Consent Form. By applying for the Service through your Consent Form, you agree that you have had the opportunity to demonstrate and represent that you have demonstrated in the application process that you have access to or use of the Adobe Acrobat Reader® electronic format. This format may be required to access some or all Transaction Records provided to you via eDelivery.

## **20. Amendments to this Agreement**

You understand and acknowledge that this Agreement may be amended at any time by HTS. We will provide advance notification of any amendment to this Agreement at least 15 days prior to the day the amendments become effective. Notification may be provided by eDelivery or on paper through the United States Postal Service or other physical delivery medium. You further understand that for the purposes of this Agreement, notification will be understood to have been provided as of the day it is submitted electronically, or submitted to the United States Postal Service or other physical delivery medium by HTS.

## **21. IRS Circular 230 Disclosure**

HTS and its affiliates are not in the business of providing tax or legal advice. These materials and any tax-related statements included are not intended or written to be used, and cannot be used or relied upon for the purpose of avoiding tax penalties. Tax-related statements, if any, may have been written in connection with the “promotion or marketing” of the transactions or matters addressed by these materials, to the extent allowed by applicable law. Please seek advice based on your particular circumstances, from an independent tax advisor.