

JACOB'S WELL-A CHURCH IN MIDTOWN

BYLAWS

JACOB'S WELL-A CHURCH IN MIDTOWN ("Corporation") is a non-profit corporation organized in the state of Missouri. Pursuant to Chapter 355 of the Revised Statutes of Missouri, The Missouri Nonprofit Corporation Law (herein, the "Act"), the former Bylaws of Jacob's Well-A Church in Midtown have been deleted in their entirety and the following bylaws substituted in their place. The Board of Elders, by unanimous vote, hereby adopts the amended bylaws of the Corporation as follows:

ARTICLE I Offices

Section 1. Principal Office. The Board may select such principal office for the transaction of the business of the Corporation as it determines appropriate.

Section 2. Registered Office. The Corporation, by resolution of the Board of Elders, may change the location of its registered office as designated in the Articles of Incorporation to any other place in Missouri. By like resolution the resident agent at such registered office may be changed to any other person.

Section 3. Other Offices. Branch or subordinate offices may at any time be established by the Board at any place or places where the Corporation is qualified to do business.

ARTICLE II Directors

Section 1. Powers. Subject to limitations of the Articles of Incorporation, of the bylaws and the laws of Missouri, and subject to the duties of Directors as prescribed by law and the bylaws, all corporate powers available under law shall be available and exercisable by or under the direction of, and the business and affairs of the Corporation shall be controlled by, the Board of Directors. The Board of Directors shall be called the Board of Elders (also referred to herein as "Board").

Section 2. Employed Elders. The Board of Elders shall include a minimum of one (1) and no more than five (5) persons who are employed by or otherwise receive compensation from the corporation ("Employed Elders"). In no event, however, may the number of Employed Elders be equal to or greater than the number of Elders who are not Employed Elders ("Elected Elders"). Employed Elders shall be chosen by the President of the Corporation, also referred to as the Senior Pastor.

Section 3. Number of Non-Employed Elders. There shall be, at a minimum, one more Non-Employed Elder than Employed Elders with a maximum ratio of three Non-Employed Elders

to one Employed Elder. No individual may be both an Employed Elders and a Non-Employed Elder.

Section 4. Nomination and Election of Non-Employed Elder. Nominations of Non-Employed Elders shall be made by the Employed Elders. A Non-Employed Elder shall be elected by the combination of a unanimous vote of the Employed Elders and a 2/3 vote of Non-Employed Elders.

Section 5. Term of Elders. Employed Elders may serve on the Board of Elders until the first of the following events occur: 1) the Employed Elder's employment by the Corporation is terminated, whether voluntarily or involuntarily; or 2) the Employed Elder is removed according to the provisions of Section 6. The term of a Non-Employed Elder shall be for a period of four years or until he or she vacates such office by incapacity or refusal to act. After the end of such full four-year term, the term of the Non-Employed Elder may be renewed or extended for one year. Such renewal may occur a maximum of three times with a maximum consecutive term of a Non-Employed Elder being seven years.

Section 6. Removal. Elders, whether Employed or Non-Employed, may be removed for good and sufficient reasons by the combination of a 2/3 vote of Employed Elders and a 2/3 vote of Non-Employed Elders.

Section 7. Vacancies. Vacancies of a Non-Employed Elder may be filled, but are not required to be filled, except to the extent necessary to satisfy the minimum number of Non-Employed Elders required in Section 3.

Section 8. Committees. Committees of the Board shall be designated as needed by the Board. There shall be a standing Financial Committee consisting of at least two (2) Elders and no more than five (5) Elders. No more than one (1) Employed Elder may serve on the Financial Committee. The Elders serving on the Financial Committee shall be appointed by the Senior Pastor and approved by a 2/3 vote of Employed Elders plus a 2/3 vote of Non-Employed Elders.

Section 9. Place of Meeting. Regular and special meetings of the Board of Elders shall be held at any place within or without the State of Missouri, which has been designated from time to time by resolution of the Board or by written consent of all members of the Board. In the absence of such designation, all meetings shall be held at the principal office of the Corporation.

Section 10. Regular Meetings. Regular meetings of the Board of Elders shall be held without call at such time as the Board of Elders may from time to time designate in advance of such meetings.

Section 11. Special Meetings. Special meetings of the Board of Elders for any purpose or purposes shall be called at any time by the president or, if absent or unable or refuses to act, by the secretary or by any other Elder. Notice of such special meetings, unless waived by attendance thereat or by written consent to the holding of the meeting, shall be given by written notice at least seven (7) days before the date of such meeting.

Section 12. Waiver of Notice. The transactions of any meeting of the Board of Elders,

however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the Elders not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 13. Quorum. A majority of Employed Elders plus a majority of Non-Employed Elders shall be necessary to constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the total Elders present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Elders, unless a greater number be required by law or by the Articles of Incorporation or these Bylaws. When a unanimous vote is required by any provision of these Bylaws, a unanimous vote shall be all of the Board of Elders, or a sub-group of Elders, as may be specified, rather than a unanimous vote of a quorum of Elders. The Elders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Elders to leave less than a quorum.

Section 14. Meetings by Telephone. Members of the Board of Elders of the Corporation, or any committee designated by such Board, may participate in a meeting of the Board of Elders by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear one another, and such participation in a meeting shall constitute presence in person at the meeting.

Section 15. Adjournment. A majority of the Elders present may adjourn any Elders' meeting to meet again at a stated day and hour or until the time fixed for the next regular meeting of the board.

Section 16. Votes and Voting. Each Elder shall have one (1) vote. All votes required of Elders hereunder may be by voice vote or show of hands, unless a written ballot is requested, which request may be made by any one Elder. Votes required by Elders from a meeting via Telephone as stated in Section 14 may be submitted by email.

Section 17. Inspection of Books and Records. Any Elder shall have the right to examine the Corporation's books and records for a purpose reasonably related to such Elder's position as an Elder.

Section 18. Fees and Compensation. The Board may not receive compensation for service on the Board of Elders. However, this does not limit any member of the Board from receiving compensation in their role as an employee of the Corporation.

ARTICLE III Officers

Section 1. Officers. The officers of the Corporation shall be a president, a secretary and a treasurer. The Corporation may also have, at the discretion of the Board of Elders, a Lead Elder, one or more vice-presidents, one or more assistant secretaries and one or more assistant treasurers,

and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article III. Any number of offices may be held by the same person.

Section 2. Election. The officers of the Corporation, except such officers as may be appointed in accordance with the provisions of Section 3. or Section 5. of this Article III shall be chosen annually by the Board of Elders, and each shall hold office until resignation, removal or disqualification to serve, or until a successor is elected and qualified.

Section 3. Subordinate Officers, Etc. The Board of Elders may appoint such other officers as the business of the Corporation may require, each of whom shall have authority and perform such duties as are provided in these bylaws or as the Board of Elders may from time to time specify, and shall hold office until resignation, removal or other disqualification to serve.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these bylaws for regular appointments to such office.

Section 5. Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the Elders at the time in office, at any regular or special meeting of the Board. Any officer may resign at any time upon written notice to the Corporation.

Section 6. Lead Elder. The Lead Elder, if there be such an officer, shall, if present, preside at all meetings of the Board of Elders, and exercise and perform such other powers and duties as may be from time to time assigned by the Board of Elders or prescribed by these bylaws. If the Lead Elder is not available to preside at a meeting of the Board of Elders, the Lead Elder may assign such duty to the President or a Vice-President.

Section 7. President. Subject to such supervisory powers, if any, as may be given by the Board of Elders to the Lead Elder, if there be such an officer, the president shall be the Senior Pastor and shall, subject to the control of the Board of Elders, have general supervision, direction and control of the business and officers of the Corporation. The president shall be ex officio a member of all the standing committees, including the executive committee, if any, and shall have the general powers and duties of management usually vested in the office of president of a Corporation, and shall have such other powers and duties as may be prescribed by the Board of Elders or these bylaws.

Section 8. Vice-President. In the absence or disability of the president, the vice-president or vice-presidents, if there be such an officer or officers, in order of their rank as fixed by the Board of Elders, or if not ranked, the vice-president designated by the Board of Elders, shall perform all the duties of the president, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the president. The vice-presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Elders or these bylaws.

Section 9. Secretary. The secretary shall keep, or cause to be kept, a book of minutes at the principal office or such other place as the Board of Elders may order, of all meetings of Elders,

with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Elders' meetings and the proceedings thereof. The secretary shall give, or cause to be given, notice of all the meetings of the Board of Elders required by these bylaws or by law to be given, and he or she shall keep the seal of the Corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Elders or these bylaws.

Section 10. Treasurer. The treasurer shall keep and maintain or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all reasonable times be open to inspection by any Elder. The treasurer shall deposit all monies and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Elders. The treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Elders, shall render to the president and Elders, whenever they request it, an account of all transactions as treasurer and of the financial condition of the Corporation, and shall have such other powers and perform such other duties as may be prescribed by the Board of Elders or these bylaws. The treasurer shall be bonded, if required by the Board of Elders.

ARTICLE IV

Approval and Removal of Pastors

All ordained pastors and ministers shall be approved by the Board of Elders. In the event that the Board is considering a call to any person to serve in an ordained pastoral position with Jacob's Well, careful consideration shall be given to the Christian background, doctrinal convictions, spiritual maturity, training, leadership capacity, and experience of any candidate. A two-thirds majority vote of the total Board of Elders shall be necessary for the call or dismissal of any ordained pastor or minister other than the Senior Pastor. Removal of the Senior Pastor shall require a unanimous vote of all Non-Employed Elders.

ARTICLE V

Miscellaneous

Section 1. Indemnification of Directors, Elders and Officers. When a person is sued, either alone or with others, because he or she is or was a Director or Officer or Elder of the Corporation, if any proceeding arising out of his or her alleged misfeasance or nonfeasance in the performance of his or her duties or out of any alleged wrongful act against the Corporation or by the Corporation, he or she shall be indemnified for his or her reasonable expenses, including attorneys' fees incurred in the defense of the proceeding, if both of the following conditions exist:

(a) The person sued is successful in whole or in part, or the proceeding against him or her is settled with the approval of the court.

(b) The court finds that his or her conduct fairly and equitably merits such indemnity.

The amount of such indemnity which may be assessed against the Corporation, its receiver,

or its trustee, by the court in the same or in a separate proceeding shall be so much of the expenses, including attorneys' fees incurred in the defense of the proceeding, as the court determines and finds to be reasonable. Application for such indemnity may be made either by the person sued or by the attorney or other person rendering services to him or her in connection with the defense, and the court may order the fees and expenses to be paid directly to the attorney or other person, although he or she is not a party to the proceeding. Notice of the application for such indemnity shall be served upon the Corporation, its receiver, or its trustee, and upon the plaintiff and other parties to the proceeding. The court may order notice upon the plaintiff and other parties to the proceeding.

Section 2. Contracts, Deeds, Etc., How Executed. All contracts and agreements that are outside the ordinary course of daily business of the Corporation must be approved by the Board of Elders. The Financial Committee, by majority vote of the members of the Financial Committee, shall approve any contract or agreement that does not exceed Fifteen Thousand Dollars (\$15,000). The Board of Elders, except as in these bylaws otherwise provided, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Elders, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose in any amount of Fifteen Thousand Dollars (\$15,000) or greater; provided, however, that any contracts, agreements, deeds or other instruments conveying lands or any interest therein, and any other documents shall be executed on behalf of the corporation by the president (or by a vice-president, if there be one, serving in the absence of the president), or by any other specific officer or agent or attorney so authorized under letter of attorney or other written power which was executed on behalf of the Corporation by the president (or vice-president serving in the absence of the president).

Section 3. Approval of Annual Budget. The Board of Elders shall approve, not less than annually, by a majority vote of the Board of Elders under Article II, Section 13, a budget for the Corporation. After approval of the budget, any expenditure that is in excess of any budgeted category, any reallocation of any amount between one or more budget categories, and any addition to the budget shall be approved by a majority vote of the Board of Elders under Article II, Section 13.

Section 4. Fiscal Year. The Board of Elders shall have the power to fix and from time to time change the fiscal year of the Corporation. In the absence of action by the Board of Elders, however, the fiscal year of the Corporation shall end each year on the date which the corporation treated as the close of its first fiscal year, until such time, if any, as the fiscal year shall be changed by the Board of Elders.

ARTICLE VI Dissolution

The Corporation may be dissolved by a unanimous vote of the Elders. Upon a dissolution, the Board of Elders shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the

Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Chapter 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law), as the Board shall determine. Any such assets not so disposed of shall be disposed of by the district court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

Article VII Conflicts of Interest

Section 1. Definition. A “conflict of interest” is defined as any status or relationship of an Elder that may interfere, or could reasonably be perceived as interfering, with the Elder's ability to exercise independent judgment in the best interest of the Corporation. Conflicts may arise, for example, if an Elder (or partner, business associate, or family member of an Elder) holds a leadership position (e.g., director, officer, partner, owner) in an entity that:

- (a) Does, or wishes to do, business with the Corporation; or
- (b) Would receive a tangible benefit, or suffer a tangible detriment, by an action of the Board.

Section 2. Disclosure. Elders shall disclose to the Board all conflicts of interest on an annual basis. In addition, conflicts shall be disclosed as they arise if relevant to anticipated action by the Board. The fact that no improper conduct or actual undue influence may result from a conflict of interest does not exempt the Elder from disclosing the conflict.

Section 3. Abstention. In addition to disclosure, for a conflict of interest relating to any matter under consideration for a decision by the Board of Elders, the Elder shall abstain from any vote, discussion (except as the Board deems necessary for informational purposes), and any attempt to influence the decision of the Board on that matter. The Board may also require the Elder to be excused from a meeting while the matter is being deliberated and voted on.

Section 4. Conflicts of Fellow Elders. If a Board member believes that another Elder has a conflict of interest that has not been disclosed, that Board member shall take appropriate steps to address the matter. This may include communicating directly with the other Elder or, if that is ineffective, bringing the matter to the full Board for resolution.

ARTICLE VIII Disclosure Policy

Section 1. General Policy. In general, the Corporation discloses information and documents that are required to be made available to the public by law. Disclosure of other information is subject to decisions by the Board, considering the Corporation's best interests.

Section 2. Confidential Information. Information to which an Elder gains access by virtue of his or her status as an Elder and which is confidential, sensitive, or proprietary to the Corporation, shall be utilized solely in connection with the Elder's service as a Board member, and shall not be used for any other purpose, nor shall it be disclosed to any third party.

Section 3. Articles of Incorporation and Amendments. The Corporation's articles of incorporation and amendments are public record documents, and copies can be obtained by the public from the office of the Secretary of State in Missouri.

Section 4. Bylaws. The Bylaws are not a public record document, and will not be disclosed without approval by the Board.

Section 5. Corporate Policies. Corporate policies and procedures are not public records and will not be disclosed without approval by the Board.

Section 6. Audited Financial Statements. The Corporation's audited financial statements, if any, are not public records, and will not be disclosed without approval by the Board.

ARTICLE IX
Amendments

New bylaws may be adopted or these bylaws may be amended or repealed by a unanimous vote of the Elders.

These bylaws are hereby executed and effective 5/4/2020.

DocuSigned by:

27A33AEF89B5433...

Tim Keel, President

DocuSigned by:

12CF35E639814A2...

Jim Gum, Secretary and Treasurer

Certificate Of Completion

Envelope Id: 85AB260585C8406B8FDC8DDB1CF652F3	Status: Completed
Subject: Please DocuSign: Jacob's Well Bylaws - 4-28-2020 - FINAL.docx	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
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Time Zone: (UTC-06:00) Central Time (US & Canada)	3400 COLLEGE BLVD
	STE 100
	Leawood, KS 66211
	lea.bailes@creativeplanning.com
	IP Address: 75.98.126.27

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Signer Events

James W. Gum
 jimg@jacobsowellchurch.org
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Signature

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 12CF35E69814A2...

Timestamp

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 Signed: 4/30/2020 7:23:39 AM

Signature Adoption: Uploaded Signature Image
 Using IP Address: 136.35.11.41

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Tim Keel
 timk@jacobsowellchurch.org
 Security Level: Email, Account Authentication (None)

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 Signed: 5/4/2020 10:10:31 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 136.32.21.102

Electronic Record and Signature Disclosure:

Accepted: 5/4/2020 10:10:09 AM
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/29/2020 4:38:06 PM
Certified Delivered	Security Checked	5/4/2020 10:10:09 AM
Signing Complete	Security Checked	5/4/2020 10:10:31 AM
Completed	Security Checked	5/4/2020 10:10:31 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC DOCUMENTS AND SIGNATURES

Creative Planning, LLC ("we" or "us") or ("Custodian") may be required to provide to you certain written notices or disclosures as part of the forms and agreements associated with doing business with us or Custodian. We are independent of and not owned, affiliated with or supervised by the Custodian. If the form or agreement presented is our document, such as a disclosure brochure or investment advisory agreement, then this Consent is between you and us. If the form or agreement presented is a Custodian document, such as an account application agreement, then this Consent is between you and the Custodian. We are your agent who chooses which electronic documents to send you for review and electronic signature. This is the case whether those documents are our forms or Custodian Forms. You agree to immediately notify us if you receive any electronic document or information that appears to be in error or not intended for you. Described below are the terms and conditions for providing to you such notices and disclosures electronically for your signature through DocuSign, Inc.

Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document. If you want to use electronic documents and signatures, then you must consent and agree to the terms and conditions relating to the system and process that we and the Custodian will use, as set forth below. By checking the "I agree" button below, you will be giving your informed consent and agreement to use the electronic documents and signature system described below to electronically receive, review, and electronically sign paperless documents sent to you in electronic envelopes. You will be agreeing to be bound by any documents you electronically sign the same as if you had received a paper copy of the document and signed it by hand with an ink pen.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you from us or Custodian by contacting us. We may always, in our sole discretion, provide you with any document on paper, even if you have authorized electronic delivery.

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We and the Custodian will ask you for this Consent each time you are given an envelope of electronic documents. Once you give your Consent for an envelope, you cannot withdraw it for that envelope. You can, however, choose not to give your consent in the future when you are presented with subsequent envelopes. If you do this, you will be unable to proceed electronically, and you may be required to use paper documents and signatures. If you give your Consent for an envelope, although you may not withdraw it, you can still choose not to electronically sign any or all electronic documents in that envelope.

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Operating Systems:	Windows 7, Mac OS X, Mac iOS 11
Browsers (for SENDERS):	Internet Explorer 11
Browsers (for SIGNERS):	Internet Explorer 11, Google Chrome 65, Safari 11, Firefox Standard 59, Firefox Extended 52
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum 1024 x 768 recommended
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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- I will not contest the validity or enforceability of any electronic document I receive or electronically sign because the document and my signature are in electronic form; and
- Until or unless I notify my Advisor as described above, I consent to sign Account Forms exclusively through electronic means and to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me.